

# **EXHIBIT F**

**PROFESSIONAL SERVICES TRANSACTION SCHEDULE**

**Supplier Name:** HCL AMERICA, INC.

**Supplier Address:** 330 Potrero Avenue, Sunnyvale, California -94085

**Supplier Jurisdiction of Incorporation:** CALIFORNIA, USA

**Tax ID:** 770-205-035

**Telephone #:** 408 733 0480

**Fax #:** 408 73 0482

**General Terms and Conditions No.:** CON000000019350

**General Terms and Conditions Effective Date:** October 16, 2006

**Professional Services Supplement Effective Date:** Jun 09, 2008

**Schedule No.:** PSTS-

**Order Date:** Jun 09, 2008

This Professional Services Transaction Schedule ("Transaction Schedule"), made effective as of the Order Date above, is issued pursuant to the above-referenced General Terms and Conditions and Professional Services Supplement (the "Services Supplement") between the Customer entity executing this Transaction Schedule, as set forth on the signature page below, and the Supplier identified above. This Transaction Schedule identifies the Services and Deliverables being provided by Supplier.

This Transaction Schedule, when executed by both undersigned parties, together with the above-referenced General Terms and Conditions, Services Supplement and other documents attached hereto (each of which are incorporated by reference into this Transaction Schedule), constitutes the complete contractual agreement between the undersigned parties with respect to the Transaction described herein.

Documents, in addition to this Transaction Schedule and the above-referenced General Terms and Conditions and the Services Supplement that forms this Transaction Schedule:

Annex 1: Description of Services [Required]

Annex 2: Project Plans, Delivery Dates and Milestones [Required for all date and/or milestone-based projects]

Annex 3: Prices, Fees and Charges [Required]

Annex 4: Deliverable Specifications [Optional]

Annex 5: Project Managers [Required]

Annex 6: Key Personnel [Optional]

Annex 7: Performance Standards/Service Levels for Services [Optional]

Annex 8: Export Control [Required, when applicable]

Annex 9: Additional Agreed-Upon Provisions [Optional]

Capitalized terms used but not defined in this Transaction Schedule have the meanings given in the General Terms and Conditions or the Services Supplement referenced above.

(The Next Page is the Signature Page)

The undersigned parties have caused this Transaction Schedule to be executed by their respective duly authorized representatives.

HCL AMERICA, INC. (SUPPLIER)

By: L. R. Ram

Name: Raghu Raman Lakshmanan  
(Type, Print or Stamp)

Title: Secretary + General Counsel

Lehman Brothers Inc. (CUSTOMER)

By: Rhonda Vetere

Name: Rhonda Vetere  
(Type, Print or Stamp)

Title: SVP, Global Production Services



**ANNEX 1: DESCRIPTION OF SERVICES**

**A. Services Overview.**

Lehman Brothers has identified the need of developing the Production Metrics Dashboard.

Production Metrics Dashboard is a web based tool that lets the Production Services Manager's see their Production Metrics in one place.

The Screens and Mock-ups for the Dashboard will be defined and then developed during this project.

The Development may be partial and additional resources may be needed for the full development which may be done as an amendment to this Transaction Schedule.

**B. Detailed Description of Services.**

Lehman Brothers has identified the need of developing Production Metrics Dashboard.

The key activities performed for this assignment for the resource is

The services delivered under this transaction schedule will be as follows:

1. Understanding of the Requirements for Production Metrics Dashboard
2. Creation of Mock-ups of the Production Metrics Dashboard based on inputs from FTA Production Services
3. Creation of a Production Metrics Dashboard for the remaining duration of the project. Current end date for the Project is September 12<sup>th</sup>. This may be extended based on mutual agreement.
4. Production Metrics Dashboard Creation will include but not be limited to
  - a. Creation of interfaces to Remedy, JIRA, LL Incident for the purpose of the Production Metrics Dashboard
  - b. Creation of a Web Dashboard that retrieves data in real time from Remedy, JIRA and LL Incident and reports it.

Additional Effort if quantified during the period of the contract will be contracted as an amendment to this Transaction Schedule.

**Annex 2: Project Plan, Deliverables and Milestones**

It is proposed to execute the assignment onsite and offshore resource who will be working out of HCL India and other Locations.

The project deliverables will be submitted to the identified point of contact at Lehman Brothers in New Jersey/New York based on the mutually agreed scope.

\* Proposed Project Start date is 16<sup>th</sup> June, 2008 and end date is 12<sup>th</sup> September, 2008. The deliverables/dates may be altered on mutual discussion or at the behest of Lehman Project Manager to suit project needs.

Project may get extended in case there is a need of additional effort for the Dashboard completion.

The project delivery dates and milestones will be finalized based on discussion with Lehman Project Manager.

**ANNEX 3: PRICES, FEES AND CHARGES**

Fixed Price: **45,000 USD** (excluding taxes). The fixed price will be due and payable in progress payments made in accordance with the payment milestone schedule set forth as Annex **9.5**:

Any travel outside New Jersey/New York due to project work will be arranged and paid for by Lehman Brothers.

Invoices will be sent to:

The Accounts Payable Department

at

**Lehman, New York.**

**ANNEX 4: DELIVERABLE SPECIFICATIONS**

Acceptance Criteria

During the Project kickoff Phase it is proposed to identify a set of criteria that will be used for acceptance of the deliverables.

Project Initial Kick-off happens June 10<sup>th</sup> from Bangalore.

\* Proposed Project Start date in New York is 16<sup>th</sup> June, 2008 and end date is 12<sup>th</sup> September, 2008. The deliverables/dates may be altered on mutual discussion or at the behest of Lehman Project Manager to suit project needs.

Project may get extended in case there is a need of additional effort for the Dashboard completion.

ANNEX 5: PROJECT MANAGERS

<b>Supplier</b>	<b>Customer</b>
Name: <u>Geeta Maheshwari</u>	Name: <u>Rhonda Vetere</u>
Address:	Address:
<u>61 Broadway, Suite 2610</u>	<u>Lehman Brothers</u>
<u>New York</u>	<u>New York</u>
<u>NY</u>	<u>NY</u>
<u>10006</u>	
Email: <u>GeetaM@hcl.in</u>	Email: <u>Rhonda.Vetere@lehman.com</u>
Tel: _____	Tel: +1 212 – 526- 3935_____
Mob: <u>+1 551-200-4980</u>	Mob: -
Fax: _____	Fax: _____

*RV*

**ANNEX 6: KEY PERSONNEL**

**Key Personnel**

#	Position	Location	No. of Resources
1	Dashboard Developer	Onsite New Jersey / New York	1

**ANNEX 7: PERFORMANCE STANDARDS/SERVICE LEVELS FOR SERVICES**

This complete transaction will be monitored and managed by the senior management team comprising of representatives from Lehman Brothers and the HCLT.

It is proposed that the following monitoring and control structure is adopted

<b>Monitoring &amp; Controlling Activity</b>	<b>Responsible</b>	<b>Escalations</b>
Schedule adherence	Onsite person	Program Manager / Account Manager
Deliverables	Onsite person	Program Manager / Account Manager
Status Reporting	Onsite person	Program Manager / Account Manager
Weekly Status Reports (Covering Onsite & Offshore tasks)	Onsite person	Program Manager / Account Manager

**ANNEX 8: EXPORT CONTROL**

Not Applicable

**ANNEX 9: ADDITIONAL AGREED-UPON PROVISIONS**

**1. Subcontractors**

It is envisaged that no subcontractor's services shall be availed to perform the work described in this SOW

**2. Service Locations**

The services for executing the scope of work identified in this SOW will be executed out of the following locations

**Project Execution**

Onsite	Lehman Brothers facilities in the New York/NJ area.
Offshore	HCL Technologies – Capital Market Services offices located at Bangalore. HCL Technologies - CMS The Senate, #33/1 Ulsoor Road Bangalore – 560 042  Registered Office :HCL Technologies 806, Siddharth, 96, Nehru Place, New Delhi 110 019

**3. Use of Customer Facilities and Resources**

**Workspace Logistics**

Lehman Brothers shall provide workspace facility for the 1 member onsite team to execute the project.

Lehman Brothers shall provide the onsite team with relevant building access during the execution phase of the project.

**Hardware & Software Logistics**

Lehman Brothers will provide the HCL resource with the requisite hardware

Lehman Brothers will provide the HCL resource with the requisite software installations and licenses for the applications that are used in the day-to-day operations.

Lehman Brothers will provide relevant system access to the HCL resource located on-site and offshore.

Lehman Brothers will provide mailing facilities to the HCL resource on the Lehman mailing infrastructure.

### **Functional / Business resources**

Lehman Brothers will provide for at least 1 full time single point of contact during the assignment, to help internal co-ordination and support.

Lehman Brothers will provide access to relevant application owners / contacts for the HCL resource to seek clarifications on the existing systems /artifacts.

It is envisaged that the approximate interface times required from various teams as and when required on prior appointment will be arranged for.

Contact Person / Lehman Resource	Envisaged discussion time
Development / Business Heads	6 - 8 hours per week
Senior Management	2 – 4 hours in all for the Review meetings

If during the course of the project, if more time is needed for validation/clarification from any of the Lehman personnel, this will be intimated at least two days before.

#### **4. Supplier Facilities and Resources**

Not Applicable

#### **5. Other Terms.**

Payment Terms

Milestone	Amount in USD	Date
Monthly Fixed Billing	15000	29 <sup>th</sup> June 2008
Monthly Fixed Billing	15000	29 <sup>th</sup> July 2008
Monthly Fixed Billing	15000	29th August 2008

**HCL**

**HCL Technologies Limited**

The Senate, No.33/1,Ulsoor Road  
Bangalore,560042  
Karnataka India  
91-80-41906000  
CST NO 11283610 DATED 16.12.2003  
LST NO.:11233618 DATED 16.12.2003  
Exim Code 5194000111

**INVOICE**

**TO**  
Lehman Brothers  
**Attention :** Subramaniam Venkateswaran  
1301 Avenue of the Americas, Floor 5  
New York  
10019 USA

**Invoice Number** 3508100028  
**Invoice Date** Jul 17, 2008  
**PO Number** SOW

**Amount in USD**

Description	Amount
Monthly fixed charges for June 2008	15,000.00
<b>Total</b>	15,000.00
<b>Tax</b>	
<b>Total Payable</b>	15,000.00

**Payment terms :** Within 30 days Due net

Please Remit To  
**HCL Technologies Limited**  
Bank Name Deutsche Bank AG Bangalore IN

**Payment Instructions**

Please remit the funds via SWIFT [Code - DEUTINBBGGL]/TT  
to Deutsche Bank, Bangalore branch with instructions to credit our  
current Account No. 2000107-00-0 with them.  
Delayed payments will attract interest if applicable as per the  
provisions of the applicable service agreement  
Any clarifications on this invoice should be brought to the attention of  
finance (HCL-CMS-INVOICECELL@hcl.in) within ten days of receipt of this  
invoice

**For HCL Technologies Limited**

**Authorized Signatory**

Registered Office  
HCL Technologies Limited 806 Siddharth, 96 Nehru Place New Delhi 110019 India

**HCL**

Annexure to Invoice No : 3508100028

Dated : Jul 17, 2008

PO Number : SOW

Project ID : C/073148

Project Name : Lehm-Dashboard development

Account Manager : WATAL ADITYA

Amount in USD	
Description	Amount
Monthly fixed charges for June 2008	15,000.00
Total	15,000.00
Net Value	15,000.00
Final amount	15,000.00

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Registered Office

HCL Technologies Limited 806 Siddharth, 96 Nehru Place New Delhi 110019 India

**HCL**

**HCL Technologies Limited**

The Senate, No.33/1,Ulsoor Road  
Bangalore,560042  
Karnataka India  
91-80-41906000  
CST NO 11283610 DATED 16.12.2003  
LST NO.:11233618 DATED 16.12.2003  
Exim Code 5194000111

**INVOICE**

**TO**  
LehmanBrothers  
Attention : Accounts Payable  
1301AvenueoftheAmericas,Floor5  
New York  
10019 USA

Invoice Number 3508100048  
Invoice Date Jul 29, 2008  
PO Number SOW

**Amount in USD**

Description	Amount
Monthly fixed billing for service charges for the month of July2008.	15,000.00
<b>Total</b>	15,000.00
<b>Tax</b>	
<b>Total Payable</b>	15,000.00

**Payment terms :** Within 30 days Due net

Please Remit To  
**HCL Technologies Limited**  
Bank Name Deutsche Bank AG Bangalore IN

**Payment Instructions**  
Please remit the funds via SWIFT [Code - DEUTINBBGCL] /TT  
to Deutsche Bank, Bangalore branch with instructions to credit our  
current Account No. 2000107-00-0 with them.  
Delayed payments will attract interest if applicable as per the  
provisions of the applicable service agreement  
Any clarifications on this invoice should be brought to the attention of  
finance (HCL-CMS-INVOICECELL@hcl.in) within ten days of receipt of this  
invoice

For HCL Technologies Limited

**Authorized Signatory**

Registered Office  
HCL Technologies Limited 806 Siddharth, 96 Nehru Place New Delhi 110019 India

**HCL**

Annexure to Invoice No : 3508100048

Dated : Jul 29, 2008

PO Number : SOW

Project ID : C/073148

Project Name : Lehm-Dashboard development

Account Manager : WATAL ADITYA

Amount in USD	
Description	Amount
Monthly fixed billing for service charges for the month of July2008.	15,000.00
Total	15,000.00
Net Value	15,000.00
Final amount	15,000.00

---

Registered Office

HCL Technologies Limited 806 Siddharth, 96 Nehru Place New Delhi 110019 India

**HCL**

**HCL Technologies Limited**

The Senate, No.33/1,Ulsoor Road  
Bangalore,560042  
Karnataka India  
91-80-41906000  
CST NO 11283610 DATED 16.12.2003  
LST NO.:11233618 DATED 16.12.2003  
Exim Code 5194000111

**INVOICE**

TO  
LehmanBrothers  
Attention : Accounts Payable  
1301AvenueoftheAmericas,Floor5  
New York  
10019 USA

Invoice Number 3508100271  
Invoice Date Aug 21, 2008  
PO Number SOW

Amount in USD

Description	Amount
Monthly fixed Charges for August 2008	15,000.00
Total	15,000.00
Tax	
Total Payable	15,000.00

Payment terms : Within 30 days Due net

Please Remit To  
**HCL Technologies Limited**  
Bank Name Deutsche Bank AG Bangalore IN

**Payment Instructions**

Please remit the funds via SWIFT [Code - DEUTINBBGL]/TT  
to Deutsche Bank, Bangalore branch with instructions to credit our  
current Account No. 2000107-00-0 with them.  
Delayed payments will attract interest if applicable as per the  
provisions of the applicable service agreement  
Any clarifications on this invoice should be brought to the attention of  
finance (HCL-CMS-INVOICECELL@hcl.in) within ten days of receipt of this  
invoice

For HCL Technologies Limited

**Authorized Signatory**

Registered Office  
HCL Technologies Limited 806 Siddharth, 96 Nehru Place New Delhi 110019 India

**HCL**

Annexure to Invoice No : 3508100271  
PO Number : SOW  
Project ID : C/073148  
Project Name : Lehm-Dashboard development

Dated : Aug 21, 2008

Account Manager : WATAL ADITYA

Amount in USD	
Description	Amount
Monthly fixed Charges for August 2008	15,000.00
Total	15,000.00
Net Value	15,000.00
Final amount	15,000.00

# **EXHIBIT G**

**PROFESSIONAL SERVICES TRANSACTION SCHEDULE**

**Supplier Name:** HCL AMERICA, INC.

**Supplier Address:** 330 Potrero Avenue, Sunnyvale, California -94085

**Supplier Jurisdiction of Incorporation:** CALIFORNIA, USA

**Tax ID:** 770-205-035

**Telephone #:** 408 733 0480

**Fax #:** 408 73 0482

**General Terms and Conditions No.:** CON000000019350

**General Terms and Conditions Effective Date:** October 16, 2006

**Professional Services Supplement Effective Date:** October 16, 2006

**Schedule No.:** PSTS- 15

**Order Date:** Jul 25, 2008

This Professional Services Transaction Schedule ("Transaction Schedule"), made effective as of the Order Date above, is issued pursuant to the above-referenced General Terms and Conditions and Professional Services Supplement (the "Services Supplement") between the Customer entity executing this Transaction Schedule, as set forth on the signature page below, and the Supplier identified above. This Transaction Schedule identifies the Services and Deliverables being provided by Supplier.

This Transaction Schedule, when executed by both undersigned parties, together with the above-referenced General Terms and Conditions, Services Supplement and other documents attached hereto (each of which are incorporated by reference into this Transaction Schedule), constitutes the complete contractual agreement between the undersigned parties with respect to the Transaction described herein.

Documents, in addition to this Transaction Schedule and the above-referenced General Terms and Conditions and the Services Supplement that forms this Transaction Schedule:

Annex 1: Description of Services [Required]

Annex 2: Project Plans, Delivery Dates and Milestones [Required for all date and/or milestone-based projects]

Annex 3: Prices, Fees and Charges [Required]

Annex 4: Deliverable Specifications [Optional]

Annex 5: Project Managers [Required]

Annex 6: Key Personnel [Optional]

Annex 7: Performance Standards/Service Levels for Services [Optional]

Annex 8: Export Control [Required, when applicable]

Annex 9: Additional Agreed-Upon Provisions [Optional]

Capitalized terms used but not defined in this Transaction Schedule have the meanings given in the General Terms and Conditions or the Services Supplement referenced above.

The undersigned parties have caused this Transaction Schedule to be executed by their respective duly authorized representatives.

**HCL AMERICA, INC. (SUPPLIER)**

By: L. Rayhu Raman  
Name: Rayhu Raman Lakshmanan  
(Type, Print or Stamp)  
Title: Secretary & General Counsel 9/5/08

**Lehman Brothers Inc. (CUSTOMER)**

By: Rhonda Vetter  
Name: Rhonda Vetter  
(Type, Print or Stamp)  
Title: 9/4/08 / SVP.

## **ANNEX 1: DESCRIPTION OF SERVICES**

### **A. Services Overview.**

Customer has identified the need of doing some documentation while developing the Production Metrics Dashboard.

### **B. Detailed Description of Services.**

Customer has identified the need to enhance the current Dashboard Development effort. Under this effort additional resources will help in the completion of the Production Services Dashboard.

The key functionality of the Dashboard would be:

- A GLOBAL dashboard that shows "state of the union " FTA is in for production overall
- Lists a global view by products and then the regions as a whole
- There should be different "odometer readings" for each of the product groups: X-products, Rates, Credit , Mortgages, Securitized Products, Research, Emerging Markets and Commodities
- What outstanding jobs are left, how many we processed overnight, are we meeting or SLA/OLA overall?
- Status on SLAs missed and reasons
- Downward stream impacts on batch critical jobs throughout the day
- How many open tickets each region and product area have and how many they closed
- MTTR by product area
- What changes are in queue for each product area
- A banner across the top for a message board
- Always available status for any region or Product," what is the health of FTA?"
- Ready for business checks complete/not complete/what is outstanding

**Annex 2: Project Plan, Deliverables and Milestones**

It is proposed to execute the assignment with onsite & offshore with 2 resources who will be working out of Lehman New Jersey/New York.

The project deliverables will be submitted to the identified point of contact at Customer in New Jersey/New York based on the mutually agreed scope.

\* Proposed Project Start date is 25<sup>th</sup> July, 2008 and end date is 17<sup>th</sup> October, 2008. The deliverables/dates may be altered on mutual discussion or at the behest of Lehman Project Manager to suit project needs.

The project delivery dates and milestones will be finalized based on discussion with Lehman Project Manager.

**ANNEX 3: PRICES, FEES AND CHARGES**

Fixed Price: **\$46,440.00 USD** (excluding taxes). The fixed price will be due and payable in progress payments made in accordance with the payment milestone schedule set forth below:

Milestone	Amount in USD	Date
Monthly Fixed Billing	11610	31 <sup>st</sup> July 2008
Monthly Fixed Billing	11610	31 <sup>st</sup> August 2008
Monthly Fixed Billing	11610	30 <sup>th</sup> September 2008
Monthly Fixed Billing	11610	30 <sup>th</sup> October 2008

Any travel outside New Jersey/New York are due to project work will be pre-approved by Customer before invoiced.

Invoices will be sent to:

Marie Milone  
Lehman Brothers Inc.  
1301 Avenue of the Americas, 5<sup>th</sup> Floor  
New York, NY 10019

**ANNEX 4: DELIVERABLE SPECIFICATIONS**

**Acceptance Criteria**

During the Project kickoff Phase it is proposed to identify a set of criteria that will be used for acceptance of the deliverables.

- Proposed Project Start date is 25<sup>th</sup> July, 2008 and end date is 17<sup>th</sup> October, 2008. The deliverables/dates may be altered on mutual discussion or at the behest of Lehman Project Manager to suit project needs.

**ANNEX 5: PROJECT MANAGERS**

<b>Supplier</b>	<b>Customer</b>
Name: _____	Name: Rhonda Vetere _____
Address: _____ _____ _____ _____	Address: <u>Lehman Brothers</u> <u>745, 7<sup>th</sup> Avenue, 24<sup>th</sup> Floor</u> <u>New York</u> <u>NY</u>
Email: _____	Email: Rhonda.Vetere@lehman.com
Tel: _____ Mob: _____ Fax: _____	Tel: <u>+1 212-526-3935</u> Mob: _____ Fax: _____

**ANNEX 6: KEY PERSONNEL**

**Key Personnel**

#	Position	Location	No. of Resources
1	Dashboard Developer/Analyst	Onsite New Jersey / New York	2

**ANNEX 7: PERFORMANCE STANDARDS/SERVICE LEVELS FOR SERVICES**

This complete transaction will be monitored and managed by the senior management team comprising of representatives from Customer and the Supplier.

It is proposed that the following monitoring and control structure is adopted

Monitoring & Controlling Activity	Responsible	Escalations
Schedule adherence	Onsite person	Program Manager / Account Manager
Deliverables	Onsite person	Program Manager / Account Manager
Status Reporting	Onsite person	Program Manager / Account Manager
Weekly Status Reports (Covering Onsite & Offshore tasks)	Onsite person	Program Manager / Account Manager

**ANNEX 8: EXPORT CONTROL**

Not Applicable

**ANNEX 9: ADDITIONAL AGREED-UPON PROVISIONS**

**1. Subcontractors**

It is envisaged that no subcontractor's services shall be availed to perform the work described in this SOW

**2. Service Locations**

The services for executing the scope of work identified in this SOW will be executed out of the following locations

**Project Execution**

Onsite	Customer facilities in the New York/NJ area.
Offshore	HCL Technologies – Capital Market Services offices located at Bangalore. HCL Technologies - CMS The Senate, #33/1 Ulsoor Road Bangalore – 560 042  Registered Office :HCL Technologies 806, Siddharth, 96, Nehru Place, New Delhi 110 019

**3. Use of Customer Facilities and Resources**

**Workspace Logistics**

Customer shall provide workspace facility for the 1 member onsite team to execute the project.

Customer shall provide the onsite team with relevant building access during the execution phase of the project.

**Hardware & Software Logistics**

Customer will provide the Supplier resource with the requisite hardware

Customer will provide the Supplier resource with the requisite software installations and licenses for the applications that are used in the day-to-day operations.

Customer will provide relevant system access to the Supplier resource located on-site and offshore.

Customer will provide mailing facilities to the Supplier resource on the Lehman mailing infrastructure.

#### **Functional / Business resources**

Customer will provide for at least 1 full time single point of contact during the assignment, to help internal co-ordination and support.

Customer will provide access to relevant application owners / contacts for the Supplier resource to seek clarifications on the existing systems /artifacts.

It is envisaged that the approximate interface times required from various teams as and when required on prior appointment will be arranged for.

Contact Person / Lehman Resource	Envisaged discussion time
Development / Business Heads	6 - 8 hours per week
Senior Management	2 – 4 hours in all for the Review meetings

If during the course of the project, if more time is needed for validation/clarification from any of the Lehman personnel, this will be intimated at least two days before.

**HCL**

**HCL Technologies Limited**

The Senate, No.33/1,Ulsoor Road  
Bangalore,560042  
Karnataka India  
91-80-41906000  
CST NO 11283610 DATED 16.12.2003  
LST NO.:11233618 DATED 16.12.2003  
Exim Code 5194000111

**INVOICE**

**TO**  
LehmanBrothers  
**Attention :** Rhonda Vetere  
1301 AvenueoftheAmericas,Floor5  
New York  
10019 USA

**Invoice Number** 3508100528  
**Invoice Date** Sep 19, 2008  
**PO Number** SOW

**Amount in USD**

Description	Amount
Service charges for the month of July-08	11,610.00
<b>Total</b>	11,610.00
<b>Tax</b>	
<b>Total Payable</b>	11,610.00

**Payment terms :** Within 30 days Due net

**Please Remit To**  
**HCL Technologies Limited**  
Bank Name Deutsche Bank AG Bangalore IN

**Payment Instructions**

Please remit the funds via SWIFT [Code - DEUTINBBGL] /TT  
to Deutsche Bank, Bangalore branch with instructions to credit our  
current Account No. 2000107-00-0 with them.  
Delayed payments will attract interest if applicable as per the  
provisions of the applicable service agreement  
Any clarifications on this invoice should be brought to the attention of  
finance (HCL-CMS-INVOICECELL@hcl.in) within ten days of receipt of this  
invoice

**For HCL Technologies Limited**

**Authorized Signatory**

Registered Office  
HCL Technologies Limited 806 Siddharth, 96 Nehru Place New Delhi 110019 India

**HCL**

Annexure to Invoice No : 3508100528

Dated : Sep 19, 2008

PO Number : SOW

Project ID : C/073148

Project Name : Lehm-Dashboard development

Account Manager : WATAL ADITYA

Description	Amount in USD
	Amount
Monthly fixed Charges for the M/O of July- 2008	11,610.00
Total	11,610.00
Net Value	11,610.00
Final amount	11,610.00

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Registered Office

HCL Technologies Limited 806 Siddharth, 96 Nehru Place New Delhi 110019 India

**HCL**

**HCL Technologies Limited**

The Senate, No.33/1,Ulsor Road  
Bangalore,560042  
Karnataka India  
91-80-41906000  
CST NO 11283810 DATED 16.12.2003  
LST NO.:11233818 DATED 16.12.2003  
Exim Code 5194000111

**INVOICE**

TO  
LehmanBrothers  
Attention : Rhonda Vetere  
1301AvenueoftheAmericas,Floor5  
New York  
10019 USA

Invoice Number 3508100529  
Invoice Date Sep 19, 2008  
PO Number SOW

Amount in USD

Description	Amount
Service charges for the month of Aug-08	11,610.00
Total	11,610.00
Tax	
<b>Total Payable</b>	<b>11,610.00</b>

Payment terms : Within 30 days Due net

Please Remit To  
**HCL Technologies Limited**  
Bank Name Deutsche Bank AG Bangalore IN

**Payment Instructions**

Please remit the funds via SWIFT [Code - DEUTINBBGGL]/TT  
to Deutsche Bank, Bangalore branch with instructions to credit our  
current Account No. 2000107-00-0 with them.  
Delayed payments will attract interest if applicable as per the  
provisions of the applicable service agreement  
Any clarifications on this invoice should be brought to the attention of  
finance (HCL-CMS-INVOICECELL@hcl.in) within ten days of receipt of this  
invoice

For HCL Technologies Limited

**Authorized Signatory**

Registered Office  
HCL Technologies Limited 806 Siddharth, 96 Nehru Place New Delhi 110019 India

**HCL**

Annexure to Invoice No : 3508100529

Dated : Sep 19, 2008

PO Number : SOW

Account Manager : WATAL ADITYA

Project ID : C/073148

Project Name : Lehm-Dashboard development

Description	Amount in USD
Monthly fixed Charges for the M/O of Aug- 2008	11,610.00
Total	11,610.00
Net Value	11,610.00
Final amount	11,610.00

---

Registered Office

HCL Technologies Limited 806 Siddharth, 96 Nehru Place New Delhi 110019 India



## HCL Technologies Limited

The Senate, No.33/1,Ulsoor Road  
Bangalore,560042  
Karnataka India  
91-80-41906000  
CST NO 11283610 DATED 16.12.2003  
LST NO.:11233618 DATED 16.12.2003  
Exim Code 5194000111

## INVOICE

TO  
LehmanBrothers  
Attention : Rhonda Vetere  
1301 Avenue of the Americas, Floor 5  
New York  
10019 USA

Invoice Number 3508100538  
Invoice Date Sep 23, 2008  
PO Number \*

Amount in USD

Description	Amount
Monthly fixed billing for service charges for the month of Sep-2008	5,805.00
Total	5,805.00
Tax	
<b>Total Payable</b>	<b>5,805.00</b>

Payment terms : Within 30 days Due net

Please Remit To  
**HCL Technologies Limited**  
Bank Name Deutsche Bank AG Bangalore IN

**Payment Instructions**  
Please remit the funds via SWIFT [Code - DBUTINBBGGL] / TT  
to Deutsche Bank, Bangalore branch with instructions to credit our  
current Account No. 2000107-00-0 with them.  
Delayed payments will attract interest if applicable as per the  
provisions of the applicable service agreement  
Any clarifications on this invoice should be brought to the attention of  
finance (HCL-CMS-INVOICECELL@hcl.in) within ten days of receipt of this  
invoice

For HCL Technologies Limited

Authorized Signatory

Registered Office  
HCL Technologies Limited 806 Siddharth, 96 Nehru Place New Delhi 110019 India

**HCL**

Annexure to Invoice No : 3508100538

Dated : Sep 23, 2008

PO Number : \*

Project ID : C/073148

Project Name : Lehm-Dashboard development

Account Manager : WATAL ADITYA

Description	Amount in USD
Monthly fixed billing for service charges for the month of Sep-2008	5,805.00
Total	5,805.00
Net Value	5,805.00
Final amount	5,805.00

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Registered Office:

HCL Technologies Limited 806 Siddharth, 96 Nehru Place New Delhi 110019 India

# **EXHIBIT H**

**PROFESSIONAL SERVICES TRANSACTION SCHEDULE**

**Supplier Name:** HCL AMERICA, INC.

**Supplier Address:** 330 Potrero Avenue, Sunnyvale, California -94085

**Supplier Jurisdiction of Incorporation:** CALIFORNIA, USA

**Tax ID:** 770-205-035

**Telephone #:** 408 733 0480

**Fax #:** 408 73 0482

**General Terms and Conditions No.:** CON000000019350

**General Terms and Conditions Effective Date:** October 16, 2006

**Professional Services Supplement Effective Date:** Jun 09, 2008

**Schedule No.:** PSTS-

**Order Date:** Jun 09, 2008

This Professional Services Transaction Schedule ("Transaction Schedule"), made effective as of the Order Date above, is issued pursuant to the above-referenced General Terms and Conditions and Professional Services Supplement (the "Services Supplement") between the Customer entity executing this Transaction Schedule, as set forth on the signature page below, and the Supplier identified above. This Transaction Schedule identifies the Services and Deliverables being provided by Supplier.

This Transaction Schedule, when executed by both undersigned parties, together with the above-referenced General Terms and Conditions, Services Supplement and other documents attached hereto (each of which are incorporated by reference into this Transaction Schedule), constitutes the complete contractual agreement between the undersigned parties with respect to the Transaction described herein.

Documents, in addition to this Transaction Schedule and the above-referenced General Terms and Conditions and the Services Supplement that forms this Transaction Schedule:

Annex 1: Description of Services [Required]

Annex 2: Project Plans, Delivery Dates and Milestones [Required for all date and/or milestone-based projects]

Annex 3: Prices, Fees and Charges [Required]

Annex 4: Deliverable Specifications [Optional]

Annex 5: Project Managers [Required]

Annex 6: Key Personnel [Optional]

Annex 7: Performance Standards/Service Levels for Services [Optional]

Annex 8: Export Control [Required, when applicable]

Annex 9: Additional Agreed-Upon Provisions [Optional]

Capitalized terms used but not defined in this Transaction Schedule have the meanings given in the General Terms and Conditions or the Services Supplement referenced above.

(The Next Page is the Signature Page)

The undersigned parties have caused this Transaction Schedule to be executed by their respective duly authorized representatives.

**HCL AMERICA, INC. (SUPPLIER)**

By: L. Rama

Name: Raghu Raman Lakshmanan  
(Type, Print or Stamp)

Title: Secretary + General Counsel

**Lehman Brothers Inc. (CUSTOMER)**

By: Rhonda Vetere

Name: Rhonda Vetere  
(Type, Print or Stamp)

Title: SVP, Global Production Services FTA

**ANNEX 1: DESCRIPTION OF SERVICES**

**A. Services Overview.**

Lehman Brothers has identified the need of availing services of a Senior Program Manager from HCLT. The resource would be required to manage the FTA applications, key business and technology initiatives in Lehman Brother.

The HCL Senior Program Manager will help build the Global Production Services Teams and operationalize them.

**B. Detailed Description of Services.**

Lehman Brothers has identified the need of availing services of a Senior Program Manager from HCLT. The resource would be required to manage the FTA applications, key business and technology initiatives in Lehman Brother.

The HCL Senior Program Manager will help build the Global Production Services Teams and operationalize them.

The key activities performed for this assignment for the Senior Program Manager is

1. Building the RTB Teams.
2. Establishing the Process for RTB
3. Establishing the Interaction and Governance Model for the New RTB structure.
4. Establishing Performance Benchmarks and Metrics for Performance Measurement For applications
5. Establishing SLAs with the Application User Groups
6. Establishing the Process for Production Management (Capacity, Performance, Stability) and Root Cause Analysis
7. Proposing the Long term Global Sourcing Model for RTB
8. Ensuring all the Application Teams are on the same page during the RTB CTB Transition process
9. Guiding and Reviewing the Runbooks Effort across all Applications for FTA
10. Identify and Bridge any gaps in Knowledge Management for an effective RTB Execution for FTA.
11. Helping defining the Future State Road Map for the FTA RTB Production Services Organization

**Annex 2: Project Plan, Deliverables and Milestones**

It is proposed to execute the assignment onsite 1 resource who will be working out of Lehman New Jersey/New York.

The project deliverables will be submitted to the identified point of contact at Lehman Brothers in New Jersey/New York based on the mutually agreed scope.

\* Proposed Project Start date is 16<sup>th</sup> June, 2008 and end date is 30<sup>th</sup> November, 2008. The deliverables/dates may be altered on mutual discussion or at the behest of Lehman Project Manager to suit project needs.

The project delivery dates and milestones will be finalized based on discussion with Lehman Project Manager.

**ANNEX 3: PRICES, FEES AND CHARGES**

Fixed Price: **152,000 USD** (excluding taxes). The fixed price will be due and payable in progress payments made in accordance with the payment milestone schedule set forth as Annex 9.5:

Any travel outside New Jersey/New York due to project work will be arranged and paid for by Lehman Brothers.

Invoices will be sent to:

The Accounts Payable Department

at

**Lehman, New York.**

**ANNEX 4: DELIVERABLE SPECIFICATIONS**

Acceptance Criteria

During the Project kickoff Phase it is proposed to identify a set of criteria that will be used for acceptance of the deliverables.

\* Proposed Project Start date is 16<sup>th</sup> June, 2008 and end date is 30<sup>th</sup> November, 2008.

The deliverables/dates may be altered on mutual discussion or at the behest of Lehman Project Manager to suit project needs.

ANNEX 5: PROJECT MANAGERS

Supplier	Customer
Name: <u>Aditya Watal</u>	Name: <u>Rhonda Vetere</u>
Address:	Address:
<u>61 Broadway, Suite 2610</u>	<u>Lehman Brothers</u>
<u>New York</u>	<u>745, 7<sup>th</sup> Avenue</u>
<u>NY</u>	<u>New York</u>
<u>10006</u>	<u>NY</u>
Email: <u>Aditya.Watal@hcl.in</u>	Email: <u>Rhonda.Vetere@lehman.com</u>
Tel: _____	Tel: <u>+1 212 -526-3935</u>
Mob: <u>+1 917 667 4063</u>	Mob: _____
Fax: _____	Fax: _____

(R)

**ANNEX 6: KEY PERSONNEL**

**Key Personnel**

#	Position	Location	No. of Resources
1	Senior Program Manager	Onsite New Jersey / New York	1

**ANNEX 7: PERFORMANCE STANDARDS/SERVICE LEVELS FOR SERVICES**

This complete transaction will be monitored and managed by the senior management team comprising of representatives from Lehman Brothers and the HCLT.

It is proposed that the following monitoring and control structure is adopted

<b>Monitoring &amp; Controlling Activity</b>	<b>Responsible</b>	<b>Escalations</b>
Schedule adherence	Onsite Manager	Program Manager / Account Manager
Deliverables	Onsite Manager	Program Manager / Account Manager
Status Reporting	Onsite Manager	Program Manager / Account Manager
Weekly Status Reports (Covering Onsite & Offshore tasks)	Onsite Manager	Program Manager / Account Manager

**ANNEX 8: EXPORT CONTROL**

Not Applicable

**ANNEX 9: ADDITIONAL AGREED-UPON PROVISIONS**

**1. Subcontractors**

It is envisaged that no subcontractor's services shall be availed to perform the work described in this SOW

**2. Service Locations**

The services for executing the scope of work identified in this SOW will be executed out of the following locations

**Project Execution**

Onsite	Lehman Brothers facilities in the New York/NJ area.
Offshore	HCL Technologies – Capital Market Services offices located at Bangalore. HCL Technologies - CMS The Senate, #33/1 Ulsoor Road Bangalore – 560 042  Registered Office :HCL Technologies 806, Siddharth, 96, Nehru Place, New Delhi 110 019

**3. Use of Customer Facilities and Resources**

**Workspace Logistics**

Lehman Brothers shall provide workspace facility for the 1 member onsite team to execute the project.

Lehman Brothers shall provide the onsite team with relevant building access during the execution phase of the project.

**Hardware & Software Logistics**

Lehman Brothers will provide the HCL resource with the requisite hardware

Lehman Brothers will provide the HCL resource with the requisite software installations and licenses for the applications that are used in the day-to-day operations.

Lehman Brothers will provide relevant system access to the HCL resource located on-site and offshore.

Lehman Brothers will provide mailing facilities to the HCL resource on the Lehman mailing infrastructure.

### **Functional / Business resources**

Lehman Brothers will provide for at least 1 full time single point of contact during the assignment, to help internal co-ordination and support.

Lehman Brothers will provide access to relevant application owners / contacts for the HCL resource to seek clarifications on the existing systems /artifacts.

It is envisaged that the approximate interface times required from various teams as and when required on prior appointment will be arranged for.

Contact Person / Lehman Resource	Envisaged discussion time
Development / Business Heads	6 - 8 hours per week
Senior Management	2 – 4 hours in all for the Review meetings

If during the course of the project, if more time is needed for validation/clarification from any of the Lehman personnel, this will be intimated at least two days before.

#### **4. Supplier Facilities and Resources**

Not Applicable

#### **5. Other Terms.**

#### **Payment Terms**

Milestone	Amount in USD	Date
Monthly Fixed Billing	14000	30 <sup>th</sup> June 2008
Monthly Fixed Billing	27600	31 <sup>st</sup> July 2008
Monthly Fixed Billing	27600	31 <sup>st</sup> August 2008
Monthly Fixed Billing	27600	30 <sup>th</sup> September 2008
Monthly Fixed Billing	27600	31 <sup>st</sup> October 2008
Monthly Fixed Billing	27600	30 <sup>th</sup> November 2008

**HCL**

**HCL America Inc.**

**INVOICE**

**TO**  
Lehman Brothers  
**Attention :** Accounts Payable  
1301 Avenue of the Americas, Floor 5  
New York  
10019 USA

**Invoice Number** 4008200101  
**Invoice Date** Jul 18, 2008  
**PO Number** ...

Description	Amount
Monthly fixed billing# for service charges for the month of June 2008	\$\$ 14,000.00
<b>Total</b>	\$14,000.00
<b>Tax</b>	
<b>Total Payable</b>	\$14,000.00

**Payment terms :** Within 30 days Due net

**NOTE TO CUSTOMER**

Deutsche Bank Trust Company Americas  
HCLTA Bank Account No.: 00423986  
FED ABA: # 021001033  
Swift Code: BKTRUS33  
Chips:10103

For HCL America Inc.

**Authorized Signatory**

Remit to:HCL America Inc., P O Box 5123, Carol Stream, IL 60197-5123 ☎ 1-408-733-0480 ☎ 1-408-733-0482

Page 1/ 2

**HCL**

Annexure to Invoice No : 4008200101

Dated : Jul 18, 2008

PO Number :

Project ID : C/073150

Project Name : Lehm-FTA Program Manager

Description	Amount
Monthly fixed billing# for service charges for the month of June 2008	14,000.00
Total	14,000.00
Net Value	14,000.00
Final amount	14,000.00

**HCL**

**HCL America Inc.**

**INVOICE**

TO  
LehmanBrothers  
Attention : Rhonda Vetere  
1301AvenueoftheAmericas,  
Floor5  
NY 10019 USA

Invoice Number 4008200314  
Invoice Date Jul 29, 2008  
PO Number ....

Description	Amount
Monthly fixed billing for service charges for the month of July 2008	\$\$ 27,600.00
<b>Total</b>	\$27,600.00
<b>Tax</b>	
<b>Total Payable</b>	\$27,600.00

Payment terms : Within 30 days Due net

**NOTE TO CUSTOMER**  
NOTE TO CUSTOMER  
Deutsche Bank Trust Company Americas  
HCLTA Bank Account No.: 00423986  
FED ABA: # 021001033  
Swift Code: BKTRUS33  
Chips:10103

For HCL America Inc.

Authorized Signatory

**HCL**

Annexure to Invoice No : 4008200314

Dated : Jul 29, 2008

PO Number :

Project ID : C/073150

Project Name : Lehm-FTA Program Manager

Description	Amount
Monthly fixed billing for service charges for the month of July 2008	27,600.00
<b>Total</b>	<b>27,600.00</b>
<b>Net Value</b>	<b>27,600.00</b>
<b>Final amount</b>	<b>27,600.00</b>



**HCL America Inc.**

**INVOICE**

**TO**  
LehmanBrothers  
**Attention :** Rhonda Vetere  
1301AvenueoftheAmericas,  
Floor5  
NY 10019 USA

**Invoice Number** 4008201547  
**Invoice Date** Aug 21, 2008  
**PO Number** SOW

Description	Amount
Monthly fixed billing for service charges for the month of August 2008	\$\$ 27,600.00
<b>Total</b>	\$27,600.00
<b>Tax</b>	
<b>Total Payable</b>	\$27,600.00

**Payment terms :** Within 30 days Due net

**NOTE TO CUSTOMER**

Payment Instructions Remittance advice: Deutsche Bank Trust Company  
Americas  
HCLTA Bank Account No.: 00423986  
FED ABA: # 021001033  
Swift Code: BKTRUS33  
Chips:10103

**For HCL America Inc.**

**Authorized Signatory**

**HCL**

Annexure to Invoice No : 4008201547

Dated : Aug 21, 2008

PO Number :

Project ID : C/073150

Project Name : Lehm-FTA Program Manager

Description	Amount
Monthly fixed billing for service charges for the month of August 2008	27,600.00
<b>Total</b>	<b>27,600.00</b>
<b>Net Value</b>	<b>27,600.00</b>
<b>Final amount</b>	<b>27,600.00</b>



**HCL America Inc.**

**INVOICE**

**TO**  
LehmanBrothers  
**Attention :** Rhonda Vetere  
1301AvenueoftheAmericas,  
Floor5  
NY 10019 USA

**Invoice Number** 4008203068  
**Invoice Date** Sep 23, 2008  
**PO Number \***

Description	Amount
Monthly fixed billing for service charges for the month of September 2008	\$\$ 27,600.00
<b>Total</b>	\$27,600.00
<b>Tax</b>	
<b>Total Payable</b>	\$27,600.00

**Payment terms :** Within 30 days Due net

**NOTE TO CUSTOMER**

Deutsche Bank Trust Company Americas  
HCLTA Bank Account No.: 00423986  
FED ABA: # 021001033  
Swift Code: BKTRUS33  
Chips:10103

For HCL America Inc.

**Authorized Signatory**

**HCL**

Annexure to Invoice No : 4008203068

Dated : Sep 23, 2008

PO Number :

Project ID : C/073150

Project Name : Lehm-FTA Program Manager

Description	Amount
Monthly fixed billing for service charges for the month of September 2008	27,600.00
<b>Total</b>	<b>27,600.00</b>
<b>Net Value</b>	<b>27,600.00</b>
<b>Final amount</b>	<b>27,600.00</b>

# **EXHIBIT I**

**PROFESSIONAL SERVICES TRANSACTION SCHEDULE**

**Supplier Name:** HCL AMERICA, INC.

**Supplier Address:** 330 Potrero Avenue, Sunnyvale, California -94085

**Supplier Jurisdiction of Incorporation:** CALIFORNIA, USA

**Tax ID:** 770-205-035

**Telephone #:** 408 733 0480

**Fax #:** 408 73 0482

**General Terms and Conditions No.:** CON000000019350

**General Terms and Conditions Effective Date:** October 16, 2006

**Professional Services Supplement Effective Date:** June 18, 2008

**Schedule No.:** PSTS- 14 – CON000000029838

**Order Date:** June 18, 2008

This Professional Services Transaction Schedule ("Transaction Schedule"), made effective as of the Order Date above, is issued pursuant to the above-referenced General Terms and Conditions and Professional Services Supplement (the "Services Supplement") between the Customer entity executing this Transaction Schedule, as set forth on the signature page below, and the Supplier identified above. This Transaction Schedule identifies the Services and Deliverables being provided by Supplier.

This Transaction Schedule, when executed by both undersigned parties, together with the above-referenced General Terms and Conditions, Services Supplement and other documents attached hereto (each of which are incorporated by reference into this Transaction Schedule), constitutes the complete contractual agreement between the undersigned parties with respect to the Transaction described herein.

Documents, in addition to this Transaction Schedule and the above-referenced General Terms and Conditions and the Services Supplement that forms this Transaction Schedule:

Annex 1: Description of Services [Required]

Annex 2: Project Plans, Delivery Dates and Milestones [Required for all date and/or milestone-based projects]

Annex 3: Prices, Fees and Charges [Required]

Annex 4: Deliverable Specifications [Optional]

Annex 5: Project Managers [Required]

Annex 6: Key Personnel [Optional]

Annex 7: Performance Standards/Service Levels for Services [Optional]

Annex 8: Export Control [Required, when applicable]

Annex 9: Additional Agreed-Upon Provisions [Optional]

Capitalized terms used but not defined in this Transaction Schedule have the meanings given in the General Terms and Conditions or the Services Supplement referenced above.

The undersigned parties have caused this Transaction Schedule to be executed by their respective duly authorized representatives.

**HCL AMERICA, INC. (SUPPLIER)**

By: L. R. Rama

Name: Raghuraman Lakshmanan  
(Type, Print or Stamp)

Title: Secretary & General Counsel

**Lehman Brothers Inc. (CUSTOMER)**

By: S. Venkateswaran

Name: Subramaniam Venkateswaran  
(Type, Print or Stamp)

Title: SVP

**ANNEX 1: DESCRIPTION OF SERVICES**

**A. Services Overview.**

This is a new Project which involves the runbook documentation used in production services. This will include the creation of runbook based on the template already agreed.

The scope under this project is to develop Run Books for applications would involve the following:

- Identification of Applications
- Sizing of the applications and arrive at effort
- Plan and Schedule
- Document creation based on the agreed template (given below in Annexure 2)
- Review and Finalize/Sign off the documents

**B. Detailed Description of Services.**

This is a new Project which involves the runbook documentation used in production services. This will include the creation of runbook based on the template already agreed.

Following are the assumptions made to meet the timelines for the project

- Customer ACCESS and seating is available from day one of the project.
- The onsite location for execution of project is identified as US and UK. Primary location will be New York.
- The event of an application having multiple functionality, the content of the run book will be revisited and to be decided mutually.
- Reviews are done by the ITD PS Program as per the plan and action items from the meeting are followed through.

Review Type	Review Schedule	Review Duration
Weekly Review of Daily Escalations, Customer Delays and incomplete or inaccurate information provided by Customer	Every Friday 11 a.m.	1 hour
Application Control List Change Control Decisions		
Weekly Reviews of Quality of all sections of work in progress Run Books	Every Monday	15 minutes per Run Book
Monthly Reviews of all Run Books signed off during the month	Second Last working day of the month	15 minutes per Application
Steering Committee Meeting	Last working day of the month	1 hour

- Customer will provide necessary documentation/information to familiarize the project resources with the internal Customer environment such as ADB, Lehmanlive and the Production services minimum requirements
- Customer would provide proper escalation mechanism in case of any delays or lack of information
- Any delay from Customer which results in extension/over run on the effort will be considered as additional efforts

The below are the assumptions on documenting the runbook:

- Twiki Template finalization
  - Template to be Locked Down
  - Any additions to the Template to go through Change Control (ITD PS Program)
  - Runbook Twiki Template to be coded for Linking Criteria if the info already exists in a different system (e.g. User FAQs, SLA, ADb, Autosys)
- Applications Prioritization with BUs
  - Finalization of Application list
  - Complexity for Runbook. List to be Locked Down and Any changes to require Change Control approval from ITD Program and BU RTB Program Head
- Supplier will conduct necessary training and pre-certification of resources prior to any KT sessions. This is in order to ensure sufficient fundamental knowledge and expertise in completing knowledge transfer in a timely fashion:
  - Knowledge of Production Support Processes and procedures
  - Knowledge of Enterprise Technology terms and definitions (for eg. Understanding various components such as Database, Middleware, batch jobs, Incident management, change control)
  - Awareness of Customer Internal support systems and repositories (to be specifically identified by Customer for the initial training sessions)

### **Annex 2: Project Plan, Deliverables and Milestones**

The following table lists the schedule of deliverables:

Based on the Run Books pilot it was estimated that the creation of a Run Book on an average takes about 8 weeks. This is assuming sequential creation of Run Books.

Under the R100 Supplier will be able to parallelize the creation of Run Books for multiple applications and hence help bring down the average.

Supplier will look to complete a total of 40 Applications Run Books by the end of August 2008.

The effort will be score carded Daily format for the same is enclosed below.

The overall progress will be reviewed on the last working Month.

This review will include:

- Review of the Run Books Scorecard
- Review of the Follow through on Action Items generated during the weekly meetings

Any effort and schedule overrun will be mutually discussed and agreed upon.

Proposed Project Start date is 23<sup>rd</sup> June, 2008. The deliverables/dates may be altered on mutual discussion or at the behest of Customer Project Manager to suit project needs.

The pre execution phase like identification of application, template finalization will be started from middle of June.

The pre execution and execution phases should be planned in the following manner:

➤ Pre execution Phase

- Identify applications and stake holder
- Identify 20% additional applications as Secondary applications to cover for any contingencies /Swap
- Create and agree on KT PLAN and Communicate the same
- Creation of Project execution Plan
- Communicate and Confirm the Plan with all Stake holders
- Create Escalation process
- Identify Team members
- Get Access to Customer
- Set up processes for Creations and Review and finalization
- Finalize Template and Scope

➤ KT Process

- Create KT Plan application wise
- Communicate to the Stakeholder on both the ends
- Schedule KT Session in phased manner
- Prepare and Share the Agenda
- Send reminder to stake holder a day before
- KT sessions
- KT session from on-site to offshore as when required
- KT for Off-shore team either through WEBEX or Telephone
- Consolidate further queries if any and communicate
- Same process for each one of the phases

➤ Execution Phase

- KT as per plan
- KT from On-site to Off-shore
- Verify Scope any deviation to be reported
- Check the Availability of Existing documentation
- Identify the Gaps and Estimate and compare effort availability
- Communicate effort deviation if any and reschedule
- Consolidate Post KT clarifications and communicate to LB
- Create Documentation
- Internal Reviews
- Send for Customer review and Finalize

The runbook template which will be used in developing the runbooks for identified applications is a Twiki template. The final format is given below:

Topic	Short Description	No. of Must Haves	Content Link
<b>Knowledge Base (by department)</b>			
<u>Application</u>			
<u>Application Overview</u>	Business Use of the Application, End Users , No. of end users, Geographical Spread of Application, Critical Time and Dates and Support Hours	4	Must Have
<u>Application Architecture</u>			
<u>ADB Information</u>	ADB Application, Application Instances, Dashboard	4	Must Have
<u>ADB Object Name</u>	Name of the ADB Object	6	Must Have
<u>Asset Navigator</u>	Link to the Asset Navigator in ADB	5	Must Have
<u>Dashboard</u>	Link to the Dashboard within ADB	3	
<u>Application Functional Components</u>			
<u>List of Functional Components</u>	Functional Component Listing	4	Must Have

<u>Functional Components Template</u>	Links off to a Component Overview Template (similar to the Runbook Contents)	3	Nice to Have
<u>Application Technical Architecture</u>			
<u>GUI Components</u>	Front end GUI component architecture	5	Must Have
Description	Description of the Component	5	Must Have
<u>Application Servers</u>	List of Application Servers	6	Must Have
<u>Account (Admin / System / Services)</u>	List of Accounts	5	Must Have
<u>Config Files</u>	List of Config Files	6	Must Have
<u>Component</u>		3	Nice to Have
<u>Server:Path</u>		3	Nice to Have
<u>Comments</u>		2	Nice to Have
<u>Log File Locations</u>	List of log file locations	6	Must Have
<u>Component</u>		3	Nice to Have
<u>Server:Path</u>		3	Nice to Have
<u>Comments</u>		2	Nice to Have
<u>Useful Scripts</u>	List of Useful Scripts	4	Must Have
<u>Restart Procedures</u>	Restart Procedures for this component	6	Must Have
<u>Component</u>		2	Must Have
<u>STOP / Start</u>	Whether it is a Start / Stop procedure	3	Must Have
<u>Server:Script</u>		3	Must Have
<u>Procedure</u>		3	Must Have
<u>Source Code Repository</u>	Source Code repository details	3	Must Have
<u>Application Process List</u>	Processes associated	4	Must Have
<u>Server</u>		3	Nice to Have
<u>Process List</u>		3	Nice to Have
<u>Escalation Procedures</u>	Core Business Hours and Out of Hours Escalation procedures for this component	6	Must Have
<u>Group Contacts</u>	Contacts	6	Must Have
<u>Core Business Hours</u>		6	Must Have
<u>Remedy Group</u>		6	Must Have
<u>E-mail Address</u>		6	Must Have
<u>Bing Group</u>		6	Must Have
<u>Hotline</u>		4	Must Have
<u>Lehman Live</u>		4	Must Have
<u>P &amp; L</u>		2	Nice to Have
<u>Middleware Components</u>	Middleware component architecture	4	Must Have

Details captured would be same as information under GUI Components. See lines 17 - 50 for details		1	Nice to Have
<b>BackEnd Servers / Database Information</b>	Database component architecture	5	Must Have
Details captured would be same as information under GUI Components. See lines 17 - 50 for details		1	Nice to Have
<b>Batch Job Information</b>	Batch Job details	4	Must Have
High Level Batch Structure	Diagrammatic Representation of predecessors and post process batches	4	Must Have
Batch Jobs - Details		3	Nice to Have
Batch Job Name	Name of the Batch Job	4	Must Have
Interface ID	Interface ID for the Batch Job	4	Must Have
Description	Brief Description of the Batch	4	Must Have
Processes Invoked	List of associated processes	4	Must Have
Run Time	Time taken to execute the batch job	3	Nice to Have
Data Dependencies		1	Nice to Have
Batch Job Name	Name of the Batch Job	3	Nice to Have
Input Data Elements	Upstream Data Elements	3	Nice to Have
Output Data Elements	Downstream Data Elements	3	Nice to Have
Batch Job Troubleshooting Procedures		2	Must Have
Error Message	Error Message Displayed	4	Must Have
Priority	Priority Assigned to error	4	Must Have
Reason for Failure	Reason for failure	4	Must Have
Resolution	Link to resolution procedures	4	Must Have
Groups to notify	Contacts to be notified regarding error	4	Must Have
Server File Structure	List of Server Files	4	Must Have
Folder		2	Nice to Have
Contents		1	Nice to Have
Config Files	List of Config Files	4	Must Have
Log File Locations	List of log file locations	5	Must Have
Support Tools & Useful Scripts	List of Useful Scripts	4	Must Have
<b>External Interfaces</b>	External Interface component architecture	2	Nice to Have
Details captured would be same as information under GUI Components. See lines 17 - 50 for details			Nice to Have
<b>Non-Production Environments</b>	Non Production Environment details	0	Nice to Have
Host	For each Non Production Environment	0	Nice to Have

User		0	Nice to Have
Home Directory		0	Nice to Have
Config Files		0	Nice to Have
Log File Locations		0	Nice to Have
		0	Nice to Have
<b>Application Monitoring</b>			
<i>System Health and Monitoring</i>	URLs for Phoenix/HPOV/Homegrown etc	5	Must Have
<b>Reference Documents</b>			
<i>Physical Architecture</i>	Diagram	3	Nice to Have
<i>Logical Architecture</i>	Diagram	2	Nice to Have
<i>Process Flows</i>	Link to Mega / Visio	1	Nice to Have
<i>Workflow</i>	Link to Mega / Visio / Staffware	1	Nice to Have
			Nice to Have
<b>Production Support Procedures</b>		1	Nice to Have
<i>Production Support Procedures</i>	Troubleshooting Procedures for Production Support including RFB Checklists	6	Must Have
<i>Daily Procedures</i>	List of Daily Procedures	4	Must Have
<i>Daily Procedures Template</i>		2	
<i>Description</i>	Brief Description of procedure	4	Must Have
<i>Customer Support Policy</i>	How this issue is to be treated, critical periods, escalations etc	4	Must Have
<i>Related event Alerts</i>	Normalized events associated	3	Must Have
<i>Recommended Actions</i>	Step by step guide to resolution	3	Must Have
<i>Escalation Procedures</i>	Escalation processes	3	Must Have
<i>Contacts</i>	People to contact	3	Nice to Have
<i>Weekly Procedures</i>	List of Weekly Procedures	3	Nice to Have
Weekly Procedures Template (Same as Daily Procedures Template - See lines 101 - 106 for details)		2	Nice to Have
<i>Monthly Procedures</i>	List of Monthly Procedures	3	Nice to Have
Monthly Procedures Template (Same as Daily Procedures Template - See lines 101 - 106 for details)		2	Nice to Have
<i>Annual Procedures</i>	List of Annual Procedures	2	Nice to Have

<u>Annual Procedures Template (Same as Daily Procedures Template - See lines 101 - 106 for details)</u>		2	Nice to Have
<u>Stand-alone / Event based Procedures</u>	List of event based / standalone procedures	3	Must Have
<u>Standalone Procedures Template (Same as Daily Procedures Template - See lines 101 - 106 for details)</u>		2	Nice to Have
			Nice to Have
<u>Disaster Recovery &amp; High Availability Procedures</u>		1	Nice to Have
<u>Disaster Recovery Procedures</u>	DR Procedures	4	Must Have
<u>Disaster Recovery Procedures Template (Same as Daily Procedures Template - See lines 101 - 106 for details)</u>		2	Nice to Have
<u>High Availability Procedures</u>	HA Procedures	4	Must Have
<u>High Availability Procedures Template (Same as Daily Procedures Template - See lines 101 - 106 for details)</u>		2	Nice to Have
<u>User Support Procedures / FAQs</u>	Troubleshooting Procedures for User Support	5	Must Have
<u>User Support Procedures</u>	Listing of User Support Procedures	5	Must Have
<u>Support Procedures Template</u>		4	Must Have
<u>Description</u>	Brief Description of procedure	4	Must Have
<u>Customer Support Policy</u>	How this issue is to be treated, critical periods, escalations etc	4	Must Have
<u>Related Keywords</u>	Key Searchable Terms	4	Must Have
<u>Recommended Actions</u>	Step by step guide to resolution	4	Must Have
<u>Escalation Procedures</u>	Escalation processes	4	Must Have
<u>Contacts</u>	People to contact	4	Must Have
<u>Application Management</u>		1	Nice to Have
<u>Production Management Calendar</u>		2	Nice to Have
<u>Release Schedules</u>	Details of scheduled releases	3	Nice to Have
<u>Release Freeze Schedule</u>	Details of release freeze dates / times, if any	1	Nice to Have
<u>Support Schedule</u>	Details of Support Schedules	2	Nice to Have
<u>Holiday Calendar</u>	Holiday Calendars (by region / group)	2	Nice to Have
			Nice to Have
<u>Release Information</u>		2	Nice to Have

<i>Release Note</i>	Release Note Number (linked to corresponding Release Note)	2	Nice to Have
<i>Release Date</i>	Date of release	2	Nice to Have
<i>Key Functions</i>	Description of Key Functionality implemented in release	2	Nice to Have
<i>Release Manager</i>	Manager responsible for release	1	Nice to Have
			Nice to Have
<i>Service Level Agreements</i>		3	Must Have
<i>Agreement Overview</i>	Overview of the SLA Agreement	3	Nice to Have
<i>SLA Objectives</i>	List of Objectives	2	Nice to Have
<i>SLA Scope</i>	SLA Inscope and Out of Scope Information	2	Nice to Have
<i>SLA Terminology</i>	Definition of Key SLA Terms	2	Nice to Have
<i>Stakeholders</i>	Details of Stakeholders	2	Nice to Have
<i>Service Management</i>	SLA Details, Priority Classifications and related information	3	Nice to Have
<i>Request</i>	Request Details / Type	2	Nice to Have
<i>Priority</i>	Priority Classification	2	Nice to Have
<i>Response</i>	Time to Respond	2	Nice to Have
<i>Resolution</i>	Time to Resolve	2	Nice to Have
<i>Service Measurement</i>		3	Nice to Have
<i>Measure</i>	SLA Measures / Key performance indicators	3	Nice to Have
<i>Description</i>	Description of the measure	3	Nice to Have
<i>Target</i>	Target for the measure	3	Nice to Have
<i>Service Reporting</i>		2	Nice to Have
<i>Report Name</i>	Name of the report	1	Nice to Have
<i>Interval</i>	Frequency of report distribution	1	Nice to Have
<i>Recipient</i>	Person who receives the report	1	Nice to Have
<i>Responsible Person</i>	Person who prepares / distributes the report	1	Nice to Have
<i>Service Exceptions</i>	Scenarios where deviations to SLAs are applicable	2	Nice to Have

Policies			
<u>Incident Management</u>	Incident Management Guidelines for application	2	Nice to Have
Policy Overview		0	Nice to Have
Policy Scope		0	Nice to Have
Policy Details		0	Nice to Have
<u>Change Management</u>	Change Management Guidelines for application	2	Nice to Have
Purpose		0	Nice to Have
Audience		0	Nice to Have
Definitions		0	Nice to Have
Policy & Guidelines		0	Nice to Have
<u>Release Management</u>	Release Management Guidelines for application	3	Nice to Have
Purpose		1	Nice to Have
Definitions		1	Nice to Have
Policy & Guidelines		1	Nice to Have
Groups			
<u>Business Users</u>	Primary Users of this application	3	Nice to Have
Group Overview		3	Nice to Have
Group Contacts		4	Must Have
<i>Group Manager</i>		4	Must Have
<i>Secondary Contact</i>		4	Must Have
Team List		2	Nice to Have
Escalation Procedures		3	Nice to Have
Support Schedule		3	Nice to Have
<i>Core Business Hours Escalation</i>		3	Nice to Have
<i>Out of Hours Escalation</i>		3	Nice to Have
Group Information		3	Nice to Have
<i>Core Business Hours</i>		3	Nice to Have
<i>Remedy Group</i>		3	Nice to Have
<i>E-mail Address</i>		3	Nice to Have

<i>Bing Group</i>		2	Nice to Have
<i>Hotline</i>		3	Nice to Have
<i>Lehman Live</i>		2	Nice to Have
<i>P &amp; L</i>		1	Nice to Have
<i>Development Team</i>	Development team for this application	5	Must Have
Details would be the same as Business users Contacts - See lines 183 - 199 for details			
<i>Vendor Contacts</i>	Vendor Contacts, where available	5	Must Have
Details would be the same as Business users Contacts - See lines 183 - 199 for details			
<i>Training Material</i>	All training documents	2	Nice to Have
<i>Additional Information</i>	Other Information regarding applications	1	Nice to Have

The following support is needed from Customer in order for us to achieve the targeted run books. Any delay in these would impact the effort and schedule:

- Access to Customer sites
- Identification of Applications and the Stake holders from Customer
- Knowledge transfer should happen as per schedule
- Timely clarifications and reviews by Customer
- Availability of Stake holders as per schedule

Here are the risks and the mitigation plan:

Risks	Mitigation
Delay in Getting Access to Customer sites	Apply for the Access in Advance Provide Local PC in US and remote socket to the
Identification of Applications and the Stake holders from Customer	Identify more applications and prioritize then have back up applications in case of any application / stake holders not being available Core Control Artifact used will be the Application Control List maintained by Supplier and reviewed weekly by Customer
Knowledge transfer as per schedule	Plan Parallel KT Sessions – Circulate calendar and Send reminders Schedule Primary and Secondary – If primary does not happen need to take up secondary Cancellation and Postponements of KT should happen

	<p>Two days in advance so that the secondary application can be taken up</p> <p>Proper escalation Metrics should be defined and escalated</p> <p>All cancelled KT and the delays due to that should be reported to the Sr. Management</p>															
Timely clarifications and reviews by Customer	<p>The following Escalation Matrix will be used:</p> <table border="1"> <thead> <tr> <th>Level</th><th>Customer</th><th>Supplier</th></tr> </thead> <tbody> <tr> <td>Level 1</td><td>Application Owner</td><td>Lead Analyst / Supplier Onsite PM</td></tr> <tr> <td>Level 2</td><td>Escalation Manager for the Application</td><td>Supplier Onsite PM</td></tr> <tr> <td>Level 3</td><td>ITD PS Program Steering Committee</td><td>Supplier Account Manager</td></tr> <tr> <td>Level 4</td><td>Customer Senior Management</td><td>Supplier Senior Management</td></tr> </tbody> </table>	Level	Customer	Supplier	Level 1	Application Owner	Lead Analyst / Supplier Onsite PM	Level 2	Escalation Manager for the Application	Supplier Onsite PM	Level 3	ITD PS Program Steering Committee	Supplier Account Manager	Level 4	Customer Senior Management	Supplier Senior Management
Level	Customer	Supplier														
Level 1	Application Owner	Lead Analyst / Supplier Onsite PM														
Level 2	Escalation Manager for the Application	Supplier Onsite PM														
Level 3	ITD PS Program Steering Committee	Supplier Account Manager														
Level 4	Customer Senior Management	Supplier Senior Management														
Availability of Stake holders as per schedule	<p>Build a communication plan.</p> <p>All Stake holders need to be communicated in advance</p> <p>Any non availability should be informed in 2 days in advance</p> <p>Any delay due to this need to be communicated to Sr Management as per the escalation metrics built</p> <p>Impact on Schedule and effort need to be measured and reported to LB on a Weekly basis</p>															
Scope creep ( There may be instances where each run book has multiple functional components with larger scope )	The proper understanding should be given to Customer that the activity is to document the run books based on the documents available															
Impact on timeline due non Availability Existing documentation at Customer	This should be planned well in advance before we start execution and the estimation need to be revised based the current information available and Schedule need to be communicated and mutually agreed															
Lack of Understanding of information provided during KT requiring repetitions	Supplier is expected to train any personal engaging on the R100 project to have basic fundamental knowledge of IT systems and enterprise IT operations															
Resource Competency Issues – Feedback received on resources not being competent enough to complete the tasks assigned in a timely fashion	These issues will be brought up ASAP to the weekly calls and if the feedback is valid around a specific resource Supplier will find a suitable replacement asap.															

**ANNEX 3: PRICES, FEES AND CHARGES**

**Fixed Price: 450,000.00 USD** (excluding taxes). Should additional funding be needed for this project, an Amendment to this Transaction Schedule shall be agreed and executed by both parties.

The fixed price for executing the scope mentioned in the SOW will be USD 450,000 (USD Four hundred and fifty thousand only) exclusive of any taxes or levies. The payments made in accordance with the payment milestone schedule set forth as below:

**Payment Terms**

Payment Milestone	Amount in USD	Date
Monthly Fixed Billing	150000	30 June 2008
Monthly Fixed Billing	300000	31 August 2008

Payment is subject to completion of Run Book Deliverables as mentioned in this Transaction Schedule. Customer reserves the right to withhold the final payment on this project if the minimum quality standards are not met in completing the Runbooks.

Any effort and schedule overrun will be mutually discussed and agreed upon.

Should it be found mutually necessary, both parties may mutually agree to additional effort, scope and associated additional costs at the end of Phase 1 via an Amendment to this Transaction Schedule.

Should Supplier not be able to deliver the specified number of apps due to delays or lack of cooperation from Customer in meeting the schedules of the project then the payments will still be due to Supplier if all other acceptance criteria for deliverables have been met. Such events could include but not be limited to:

- a) Over 5% of apps in the Apps Control List are changed post the initial KT Session
- b) Over 10% of change in the template post the lockdown
- c) Over 30% of all scheduled SME meetings are missed or rescheduled by Customer SME or App Owner
- d) Over 30% of all scheduled Weekly Review Meetings are missed or have no Senior Management representation from ITD PS Program
- e) Monthly Steering Committee Meetings are not held before the end of the month.

Invoices will be sent to:

Melissa Quintana  
Lehman Brothers  
1301 Avenue of the Americas, Floor 5  
New York, NY 10019

#### **ANNEX 4: DELIVERABLE SPECIFICATIONS**

The tentative Project Deliverables for this project are:

##### **Project Deliverables**

Based on the Run Books pilot it was estimated that the creation of a Run Book on an average takes about 8 weeks. This is assuming sequential creation of Run Books.

Under the R100 Supplier will be able to parallelize the creation of Run Books for multiple applications and hence help bring down the average.

Supplier will look to complete a total of 40 Applications Run Books by the end of August 2008. Achieving this goal as a phase 1 for the documentation project is crucial so as to increase the volume (ie number of Run Books in phase 2 of the project)

Run Books must adhere to the Minimum Quality Standards. These Quality standards which need to be defined and agreed with Customer will ensure that all of the documentation being provided by Supplier meets criteria such as:

- 100% completion of all Must Have sections of the RunBooks
- Less than 5% errors in grammar, formatting and typographical errors
- Adherence to the requisite quality of information being documented so that the Runbooks are living, breathing artifacts that will be maintained in supporting an application in production

(Unless specific deviations are escalated to ITD PS Program and approved at the Weekly Run Book reviews.).

Proposed Project Start date is 23<sup>rd</sup> June, 2008 up to 31<sup>st</sup> August, 2008. The deliverables/dates may be altered on mutual discussion or at the behest of Customer Project Manager to suit project needs.

##### **Definition of a Completed App:**

- f) A completed App is one which has a 100% App Score as per the App Run Book Scorecard
- g) For Apps which have less than a 100% score the following adjustments are permissible:
  - a. Recalculate App Score assuming all sections for which 3 or more meetings were missed by Customer at a 100%
  - b. Recalculate App Score assuming all sections for which Customer Manager could not provide information within 2 working days of the Session Date at a 100%

Small App : e.g. CEL					
	Topic	Meeting Duration	Agenda	Score	Total Score
Session 1	Discovery/Kick off meeting	1 Hour	Re-Validate App information in App Control List Runbook Template Walkthrough Collection of available high level data and documents Collect List of all Reference Locations of Documents on LL	0%	0%
Session 2	Application overview				
	Application Architecture				
	Application Functional Components	1 Hour	Walkthrough of Session 2 Sections Collect Available data in Session 2 Sections Specify Info Required for Session 3	15%	15%
Session 3	GUI Component				
	Mid-tier/ware Components	1 Hour	Review of Filled Runbook Sections covered under Session 2 Walkthrough of Session 3 Sections Collect Available data in Session 3 Sections Specify Info Required for Session 4	10%	25%
Session 4	Backend servers/Database Information				
	Batch Job Information	1 Hour	Review of Filled Runbook Sections covered under Session 2,3 Walkthrough of Session 4 Sections Collect Available data in Session 4 Sections Specify Info Required for Session 5	15%	40%
Session 5	External Interfaces				
	High availability environments	1 Hour	Review of Filled Runbook Sections covered under Session 2,3,4 Walkthrough of Session 5 Sections Collect Available data in Session 5 Sections Specify Info Required for Session 6	10%	50%
Session 6	Disaster Recovery & High availability procedures				
	User Support procedures / FAQ	1 Hour	Review of Filled Runbook Sections covered under Session 2,3,4,5 Walkthrough of Session 6 Sections Collect Available data in Session 6 Sections Specify Info Required for Session 7	10%	70%
Session 7	Production Management / Calendar				
	Supplier level agreements	1 Hour	Review of Filled Runbook Sections covered under Session 2,3,4,5,6 Walkthrough of Session 7 Sections Collect Available data in Session 7 Sections Specify Info Required for Session 8	10%	80%
Session 8	Internal Processes				
	Customer Management	10 Minutes	Review of Filled Runbook Sections covered under Session 2,3,4,5,6,7 Walkthrough of Session 8 Sections Collect Available data in Session 8 Sections Close Days / likely that prevent Final Sign Off	10%	90%
Session 9	Training material				

### E.g. for the CEL Application

Assume, the final App Score as per the Run Book is 75%.

Meetings for Session 4 and Session 5 were missed on more than 3 occasions.

This would mean an effort loss of 15% + 10% which can be adjusted back.

Then the score of the Application will be considered at: 100%

### E.g. for the CEL Application

Assume, the final App Score as per the Run Book is 75%.

Information as required for Sessions 4 and 5 was not provided during the session or within 2 working days following the session date.

This would mean an effort loss of 15% + 10% which can be adjusted back.

Then the score of the Application will be considered at: 100%

**ANNEX 5: PROJECT MANAGERS**

<b>Supplier</b>	<b>Customer</b>
Name: Amarendra Ghanekar  Email: <a href="mailto:aghanekar@hcl.in">aghanekar@hcl.in</a>  Tel: Mob: +1 615-423-2650 Fax:	Name: Subramaniam Venkateswaran  1301 6 <sup>th</sup> Avenue, New York, NY  Email: <a href="mailto:mani@lehman.com">mani@lehman.com</a>  Tel: +1 212 320 3546 Mob: Fax:

**ANNEX 6: KEY PERSONNEL**

**Key Personnel**

#	Position	Location
1	Project Manager	Onsite New Jersey / New York
2	Documentation experts	Available onsite and offshore

**ANNEX 7: PERFORMANCE STANDARDS/SERVICE LEVELS FOR SERVICES**

It is proposed that the following monitoring and control structure is adopted

<b>Monitoring &amp; Controlling Activity</b>	<b>Responsible</b>	<b>Escalations</b>
Schedule adherence	Project Manager	Global Engagement Manager
Deliverables	Project Manager	Global Engagement Manager
Status Reporting	Project Manager	Global Engagement Manager
Weekly Status Reports	Project Manager	Global Engagement Manager

**ANNEX 8: EXPORT CONTROL**

Not Applicable

**ANNEX 9: ADDITIONAL AGREED-UPON PROVISIONS**

**1. Subcontractors**

It is envisaged that no subcontractor's services shall be availed to perform the work described in this SOW

**2. Service Locations**

The services for executing the scope of work identified in this SOW will be executed out of the following locations

**Project Execution**

Onsite	Customer facilities in the New York/NJ area.
Offshore	HCL Technologies – Capital Market Services offices located at Bangalore. HCL Technologies - CMS # 564 Vertex Techpark, Pattandur Agrahara Road Behind ITPL Bangalore – 560 066  Registered Office :HCL Technologies 806, Siddharth, 96, Nehru Place, New Delhi 110 019

**3. Use of Customer Facilities and Resources**

**Workspace Logistics**

Customer shall provide desks for the Supplier resources to enable the project execution.

Customer shall provide the onsite team with relevant building access during the execution phase of the project.

**Hardware & Software Logistics**

Customer will provide the team with the requisite hardware.

Customer will provide the Supplier resources with the requisite software installations and licenses for the applications that are used in the day-to-day operations.

Customer will provide relevant system access to the Supplier Team located on-site and offshore.

Customer will provide mailing facilities to the Supplier team on the Customer mailing infrastructure.

#### **Functional / Business resources**

Customer will provide for at least 1 dedicated single point of contact during the execution, to help internal co-ordination and support.

Customer will provide access to relevant application owners / contacts for the Supplier team to seek clarifications on the existing systems / artifacts

It is envisaged that the approximate interface times required from the following teams within Customer are as outlined

Contact Person / Customer Resource	Envisaged discussion time
Support Engineer	8 – 10 hours per week
Support Manager	3 – 5 hours per week

If during the course of the project, if more time is needed for validation/clarification from any of the Customer personnel, this will be intimated at least two days before.

#### **4. Supplier Facilities and Resources**

##### **Workspace Logistics**

Supplier shall provide workspace facility for the offshore team to execute the project.

Supplier shall provide the offshore team with relevant building access during the execution phase of the project.

##### **Hardware & Software Logistics**

Supplier will provide the resources with the requisite software installations and licenses for the applications that are used in the day-to-day operations.

Customer will provide relevant system access to the Supplier Team located onshore and offshore.

Customer will provide an office for the Supplier Project Manager and the Supplier Escalation Manager (Account Manager) and a War Room for the Team Meetings, with a whiteboard, PCs, Phones, Printer and Conference facilities.

Customer will provide logistics support for the project, scheduling of WebEx Sessions, Booking of Conference Rooms, Help with Scheduling meetings.

Customer will provide mailing facilities to the Supplier team on the Customer mailing infrastructure and software / storage as needed for the project.

Customer will provide any physical courier of documentation if required for the project.

Customer will provide for any exigent or regional travel as necessary for any of the project members. Such exigencies will be handled on a case basis through mutual discussion and agreement.

5. Other Terms.

None



## HCL Technologies Limited

The Senate, No.33/1,Ulsoor Road  
Bangalore,560042  
Karnataka India  
91-80-41906000  
CST NO 11283610 DATED 16.12.2003  
LST NO.:11233618 DATED 16.12.2003  
Exim Code 5194000111

## INVOICE

TO  
LehmanBrothers  
Attention : Melissa Quintana  
1301AvenueoftheAmericas,  
Floor5  
NY 10019 USA

Invoice Number 3508100272  
Invoice Date Aug 21, 2008  
PO Number SOW

Amount in USD

Description	Amount
Monthly fixed Charges for July and August 2008	150,000.00
<b>Total</b>	<b>150,000.00</b>
<b>Tax</b>	
<b>Total Payable</b>	<b>150,000.00</b>

Payment terms : Within 30 days Due net

Please Remit To  
**HCL Technologies Limited**  
Bank Name Deutsche Bank AG Bangalore IN

### **Payment Instructions**

Please remit the funds via SWIFT [Code - DEUTINBBGGL]/TT to Deutsche Bank, Bangalore branch with instructions to credit our current Account No. 2000107-00-0 with them. Delayed payments will attract interest if applicable as per the provisions of the applicable service agreement. Any clarifications on this invoice should be brought to the attention of finance (HCL-CMS-INVOICECELL@hcl.in) within ten days of receipt of this invoice.

For HCL Technologies Limited

### **Authorized Signatory**

Registered Office  
HCL Technologies Limited 806 Siddharth, 96 Nehru Place New Delhi 110019 India

**HCL**

Annexure to Invoice No : 3508100272

Dated : Aug 21, 2008

PO Number : SOW

Project ID : C/073146

Project Name : Lehm-Documentation Phase 1

Account Manager : WATAL ADITYA

Amount in USD	
Description	Amount
Monthly fixed Charges for July and August 2008	150,000.00
Total	150,000.00
Net Value	150,000.00
Final amount	150,000.00

---

Registered Office

HCL Technologies Limited 806 Siddharth, 96 Nehru Place New Delhi 110019 India

**HCL**

**HCL America Inc.**

**INVOICE**

**TO**  
LehmanBrothers  
**Attention :** Melissa Quintana  
1301AvenueoftheAmericas,  
Floor5  
NY 10019 USA

**Invoice Number** 4008201546  
**Invoice Date** Aug 21, 2008  
**PO Number** ...

Description	Amount
Monthly fixed billing for service charges for the month of August 2008 The TSR number is 1032031	\$\$ 150,000.00
<b>Total</b>	\$150,000.00
<b>Tax</b>	
<b>Total Payable</b>	\$150,000.00

**Payment terms :** Within 30 days Due net

**NOTE TO CUSTOMER**

Payment Instructions Remittance advice: Deutsche Bank Trust Company  
Americas  
HCLTA Bank Account No.: 00423986  
FED ABA: # 021001033  
Swift Code: BKTRUS33  
Chips:10103

**For HCL America Inc.**

**Authorized Signatory**

**HCL**

Annexure to Invoice No : 4008201546

Dated : Aug 21, 2008

PO Number :

Project ID : C/073146

Project Name : Lehm-Documentation Phase 1

Description	Amount
Monthly fixed billing for service charges for the month of August 2008 The TSR number is 1032031	150,000.00
<b>Total</b>	<b>150,000.00</b>
<b>Net Value</b>	<b>150,000.00</b>
<b>Final amount</b>	<b>150,000.00</b>

WATAL ADITYA

Page 2/ 2

# **EXHIBIT J**

**PROFESSIONAL SERVICES TRANSACTION SCHEDULE**

**Supplier Name:** HCL TECHNOLOGIES LIMITED

**Supplier Address:** The Senate, #33/1 Ulsoor Road, Bangalore – 560 042

Registered Office: HCL Technologies, 806, Siddharth,  
96, Nehru Place, New Delhi 110 019

**Supplier Jurisdiction of Incorporation:** As mentioned below

**Tax ID:** 770-205-035

**Telephone #:** +91 80 4190 6000

**Fax #:** +91 80 4124 6888

**General Terms and Conditions No.:** CON000000019350

**General Terms and Conditions Effective Date:** October 16, 2006

**Professional Services Supplement Effective Date:** Mar 27, 2008

**Schedule No.:** PSTS- 1

**Order Date:** Mar 27, 2008

**Expense Requisition (ER) Number:** 620021

This Professional Services Transaction Schedule ("Transaction Schedule"), made effective as of the Order Date above, incorporates the above-referenced General Terms and Conditions and Professional Services Supplement (the "Services Supplement") and constitutes an agreement between the Customer entity executing this Transaction Schedule, as set forth on the signature page below, and the Supplier identified above. This Transaction Schedule identifies the Services and Deliverables being provided by Supplier.

This Transaction Schedule, when executed by both undersigned parties, together with the above-referenced General Terms and Conditions, Services Supplement and other documents attached hereto (each of which are incorporated by reference into this Transaction Schedule), constitutes the complete contractual agreement between the undersigned parties with respect to the Transaction described herein.

Documents, in addition to this Transaction Schedule and the above-referenced General Terms and Conditions and the Services Supplement that forms this Transaction Schedule:

Annex 1: Description of Services [Required]

Annex 2: Project Plans, Delivery Dates and Milestones [Required for all date and/or milestone-based projects]

Annex 3: Prices, Fees and Charges [Required]

Annex 4: Deliverable Specifications [Optional]

Annex 5: Project Managers [Required]

Annex 6: Key Personnel [Optional]

Annex 7: Performance Standards/Service Levels for Services [Optional]

Annex 8: Export Control [Required, when applicable]

Annex 9: Additional Agreed-Upon Provisions [Optional]

Capitalized terms used but not defined in this Transaction Schedule have the meanings given in the General Terms and Conditions or the Services Supplement referenced above.

**IT IS HEREBY AGREED** as follows:

**I. Definitions**

<b>"Supplemental Agreement"</b>	means these terms and conditions (the "Terms and Conditions"), the Schedules to this Supplemental Agreement, any Appendix agreed by the Parties and any documents expressly referenced herein as being part of this Supplemental Agreement.
<b>"Acquired Rights Directive"</b>	means the European Council Directive 2001/23/EC of 12th March 2001 on the approximation of the laws of member states relating to the safeguarding of employees' rights in the event of transfers or undertakings, businesses or parts of undertakings or businesses, and includes any predecessor directive and laws in any European country implementing the provisions of such directive, including United Kingdom's the Transfer of Undertakings (Protection of Employment) Regulations 2006.,
<b>"Bank Street"</b>	means 25 Bank Street, London, E14 5LE (occupied or controlled by Lehman Brothers).
<b>"Business Days"</b>	means any day which is not a Saturday or a Sunday, or a bank or public holiday in England or Wales.
<b>"Effective Date"</b>	17th March 2008
<b>"Fees"</b>	means the fees payable by Lehman Brothers to the Supplier for the Services, as calculated in accordance with Schedule 1.
<b>"Law"</b>	means: <ul style="list-style-type: none"><li>(a) any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time to which a Party is subject;</li><li>(b) the common law and the law of equity as applicable to the Parties from time to time;</li><li>(c) any binding court order, judgement or decree;</li><li>(d) any applicable industry code, policy or standard enforceable by law; or</li><li>(e) any applicable direction, policy, rule or order that is binding on a Party and that is made or given by any regulatory body having jurisdiction over a Party or any of that Party's assets, resources or business,</li></ul> in any jurisdiction that is applicable to this Agreement.
<b>"Lehman Brothers Project Manager"</b>	means Daniel Barrett.
<b>"Parties"</b>	means with respect to this Agreement, the Supplier and Lehman Brothers, and their permitted assigns; and "Party" shall be construed accordingly.
<b>"Services"</b>	means the professional and consulting services to be performed by the Supplier as described Schedule 1 (Transaction Schedule).
<b>"Supplier's Project Manager"</b>	means Anshu Agarwal.
<b>"TUPE"</b>	means the Transfer of Undertaking (Protection of Employment)

**Regulations"**      Regulations, 2006 (as amended) or any similar or equivalent law or regulation in force in any other European jurisdiction implementing European Council Directive 2001/23/EC of 12th March 2001 also described as the Acquired Rights Directive .

All capitalised terms not defined herein shall have the same meaning as in the Services Supplement.

- .1 As of the Effective Date, all the provisions of the Services Supplement shall be deemed to be incorporated in, and made a part of this Supplemental Agreement which shall be read, taken and construed as a separate contract to the Services Supplement.
- .2 In the event of a conflict between the terms and conditions contained in this Supplemental Agreement and the Services Supplement the terms of this Supplemental Agreement shall take precedence.
- 3. TUPE
- 3.1 Lehman Brothers represents that execution and entering into these Terms and Conditions shall not displace and/or transfer any of the existing personnel of Lehman Brothers, its affiliates and /or its or theirs' subcontractors to Supplier. The Parties further confirm that the TUPE Regulations are not intended to apply to this Agreement and the employees and personnel of the Parties, whether on the Effective Date or otherwise.

- 3.2 Prior to the Effective Date, no employee or subcontractor of Lehman Brothers or any Affiliate of Lehman Brothers has been engaged in performing services similar to or the same as the Services to Lehman Brothers or any Affiliate of Lehman Brothers. As a consequence, on the commencement of this Agreement, Lehman Brothers does not consider that the TUPE Regulations shall apply. However, in the event that any employee of Lehman Brothers or any Affiliate or subcontractor of Lehman Brothers does allege that his/ her employment has transferred to Supplier or its Affiliate by operation of the TUPE Regulations:-
    - 3.2.1 the Supplier and Lehman Brothers will cooperate and use their reasonable mutual endeavours during the period of 14 days after such assertion to procure that any such person revokes their alleged transfer and remains in the employment of Lehman Brothers or its Affiliate or its contractor; and
    - 3.2.2 in the event that such person continues to assert their transfer beyond the 14 day period, the Supplier shall be entitled at its election to accept (or procure the acceptance of by its Affiliate) the employment of the person (which shall be at its ongoing cost) or to terminate the employment of the person and, provided that it effects the termination within a further 14 day period, Lehman Brothers will indemnify and keep indemnified the Supplier or its Affiliate in respect of all costs and liabilities arising out of such termination.
  - 3.3 In the event that any employee of the Supplier or any Affiliate of the Supplier alleges that his/ her employment has transferred to Lehman Brothers (or any Affiliate or subcontractor of Lehman Brothers) by operation of the TUPE Regulations on this Agreement or its termination:-
    - 3.3.1 the Supplier and Lehman Brothers will cooperate and use their reasonable mutual endeavours during the period of 14 days after such assertion to procure that any such person revokes their alleged transfer and remains in the employment of the Supplier or its Affiliate; and
    - 3.3.2 in the event that such person continues to assert their transfer beyond the 14 day period, Lehman Brothers shall be entitled at its election to accept (or procure the acceptance of by its Affiliate or subcontractor) the employment of the person (which shall be at its ongoing cost) or to terminate the employment of the person and, provided that it effects the termination within a further 14 day period, the Supplier will indemnify and keep indemnified Lehman Brothers, its Affiliate or its subcontractor in respect of all costs and liabilities arising out of such termination.
  - 3.4 Each Party agrees that, during the course of this Agreement and for the period of 12 months after its termination, it shall not offer to or employ or engage as an independent consultant any of the other Party's employees who are involved in providing or receiving the Services
4. Governing Law and Jurisdiction
  - 4.1 This Supplemental Agreement is governed by and construed in accordance with English Law and the Parties submit to the exclusive jurisdiction of the English Courts.

- 4.2 Each Party waives any right it may have to claim that the Courts of England are not a convenient forum.

(The Next Page is the Signature Page)

The undersigned parties have caused this Transaction Schedule to be executed by their  
respective duly authorized representatives.

**HCL Technologies Limited.  
(SUPPLIER)**

By: Uday

Name: UDAY PRAKASH  
(Type, Print or Stamp)

Title: GEO FINANCE

**Lehman Brothers Limited.  
(CUSTOMER)**

By: M. Gosling

Name: M. Gosling  
(Type, Print or Stamp)

Title: DIRECTOR

**ANNEX 1: DESCRIPTION OF SERVICES**

**A. Services Overview.**

In November 2007, Lehman Brothers implemented the TRiFID system for transaction reporting. This covered the following two flows - Cash Equity Market side reporting and Credit Default Swaptions. HCL Technologies developed the TRiFID system.

In the next phase, Lehman would like to migrate the remaining flows which currently flow through ITS, TRC and RISC (Rolfe & Nolan) into TRiFID. The anticipated deadline for this migration is end of November 2008.

With this objective, HCL Technologies team will work with Lehman to migrate the remaining flows. HCL will

- Build the source & field converters to convert the feeds to the Common Data Model (CDM)
- Add rules or make changes to existing TRiFID rules as identified in the functional specification.
- Make changes to the existing enrichment area as required
- HCL will also be responsible for ensuring their people follow Lehman coding standards and Application Change management standards where applicable (e.g. ensuring changes are scripted up correctly and only released to UAT after being correctly labelled in CVS).
- Make very limited changes to the CDM – see section on assumptions for more detail.
- Manage the development of TRiFID and deliver the updated system for UAT testing.
- Support Lehman during the UAT process by providing bug fixes to pass UAT.
- Provide post release support i.e. providing bug fixes as required.

Lehman will

- Provide written guidelines on Coding and Application Change Management standards
- Make all changes to source systems so that the source systems and feeds contain all the required information.
- Modify TRC to turn off reporting from TRC.
- Manage and run the UAT process
- Move the code into production.
- Support TRiFID once it goes into production.
- Manage the complete project.

**B. Detailed Description of Services.**

The HCL team would work with Lehman to migrate the transaction reporting function from the identified systems to TRiFID. The feeds to be used for migration are:

- ITS
- MTS
- TMS
- DMS
- RISC
- FIDEssa
- Dawn

The following source systems will provide file based feeds:

- RISC
- DMS
- Dawn

The following source systems will provide TIBCO Rendezvous format feeds (called V2 format)

- ITS
- TMS
- MTS.

Out of scope for HCL – to be owned by Lehman

- Changes to cache
- Adding source system to filtration MIS
- Removing of upstream filtration from DAWN and GUI/MIS changes.

Lehman has an ongoing project to create the functional specifications for the migration. That project will deliver complete functional specifications for the migration of each source/feed to TRiFID. These will be approved by Lehman on or before the start of development. Dates for completion of the functional specification are shown in Annex 2.

The following support is required from Lehman:

- One Business Analyst (1 FTE) available from May 25<sup>th</sup> to July 25<sup>th</sup> for knowledge transfer to the offshore team regarding the functional specifications.

Assumptions:

- The TRiFID system was developed by HCL in 2007. The following are assumed:
  - There have been no significant changes to TRiFID since HCL delivered TRiFID in November 2007.
  - Full change control procedures have been followed with respect to any changes being made to TRiFID. Change control procedures ensure end to end traceability of a change – why was the change done, what was changed, did the change achieve the intended effect and how to roll back the change.
- Additional regulators or ARMS (including ICMA) is out of scope.
- Use of additional source systems for enrichment is out of scope.
- Enhancements to non-TRiFID systems are out of scope.
- The project team will be based at the HCL Vertex location in Bangalore. Lehman will provide secure-ID access to TRiFID development infrastructure. This is similar to what was done for TRiFID 2007.

**Dependencies:**

HCL will depend on Lehman for the following:

**Code Review**

- Intermediate code reviews will be required on a mutually agreed schedule.

**Feed / Source system dependencies:**

- The format and source of the feed will be available at the start of the development for that phase.
- Sample feeds (files or RV messages) will be available within 1 week from the start of the development for that phase.
- Live feeds will be available 4 weeks before start of the UAT for system and integration testing.

**Testing dependencies:**

- The test strategy will identify what will be tested – functionality, performance, reliability, scalability etc. This short strategy document will be available a week after the start of the development cycle.
- Detailed test plans identifying all the individual tests to be run during UAT will be created and made available before the start of UAT. The detailed test plan will also identify objective criteria for passing UAT.
- If performance testing is required, live feeds simulating expected load will be available 2 weeks before start of UAT
- If testing with the ARM is required, ARM testing will be done it will be completed during the integration testing or the UAT period.
- Lehman will own UAT

**Change Request:**

The following items will be considered a change and initiate the change request process.

- Changes to scope – i.e. number of feeds, extent of changes etc.
- Any of the assumptions that are found to be no longer valid.
- Any of the dependencies not being met by Lehman.

Once the change request process is initiated, HCL will determine the impact of the change in terms of deliverables, schedule. This may require a re-estimation and could affect the cost of the project.

**ANNEX 2: PROJECT PLANS, DELIVERY DATES AND MILESTONES**

Phase	Deliverable	Owner	Date
Phase 2 (TMS, GEDS)	Functional Specification	Lehman Brothers	March 4, 2008
	Development Start	HCL	April 1, 2008
	Development Complete	HCL	May 29, 2008
	UAT Start	Lehman Brothers	June 2, 2008
	UAT End	Lehman Brothers	June 27, 2008
Phase 3 (Fidessa, PUMA, CATS, ITS Remainder)	Functional Specification	Lehman Brothers	April 14, 2008
	Development Start	HCL	May 5, 2008
	Development Complete	HCL	July 4, 2008
	UAT Start	Lehman Brothers	July 7, 2008
	UAT End	Lehman Brothers	
Phase 4 (SmartTicket (Dawn), Delta1 (DMS2), MTS, RISC)	Functional Specification	Lehman Brothers	May 22, 2008
	Development Start	HCL	
	Development Complete	HCL	
	UAT Start	Lehman Brothers	
	UAT End	Lehman Brothers	

**ANNEX 3: PRICES, FEES AND CHARGES**

Fixed Price: **204,000 GBP** (exc VAT). The Services will be delivered in accordance with Annex 2 for a fixed fee of £204,000 (ex VAT), inclusive of all Documentation, travel, expenses and 30 working days post delivery support for bug fixes. This is a fixed price engagement with the scope as defined in the Statement of Work, any work or deliverable outside the Scope as defined in this agreement may result in additional fees, such fees to be agreed between the parties when the additional requirements are identified. In accordance with Annex 9.5, payments shall be made upon successful delivery of key project milestones.

Invoices must include the relevant expense requisition (ER) number quoted on this Statement of Work and should be sent to:

Accounts Payable  
PO Box 50559  
Lehman Brothers Limited  
London  
E14 5WU

**ANNEX 4: DELIVERABLE SPECIFICATIONS**

**Project Deliverables**

Phase	Activity	Proposed Deliverables	Delivery Dates
1	Project Start	On site architect, off shore manager and team identified	March 17, 2008
2	Development Complete	Code checked into Lehman repository; Integration tested to ensure it works.	Various
3	UAT Complete	TRiFID 2008 updated to ensure it passes UAT.	Various

**ANNEX 5: PROJECT MANAGERS**

<b>Supplier</b>	<b>Customer</b>
Name: <u>Anshu Agarwal</u>	Name: <u>Daniel Barrett</u>
Address:	Address:
<u>HCL Technologies Ltd</u>	<u>Lehman Brothers</u>
<u>#31/3, Ulsoor Road</u>	<u>Global Operations Business</u>
<u>Bangalore</u>	<u>Analysis</u>
<u>Karnataka 560 042</u>	<u>25 Bank Street</u>
	<u>London E14 5LE</u>
	<u>United Kingdom</u>
Email: <u>anshu.agarwal@hcl.com</u>	Email: <u>dbarrett@lehman.com</u>
Tel: <u>+91 80 4190 1042</u>	Tel: <u>+44 20 7102 1384</u>
Mob: <u>          </u>	Mob: <u>          </u>
Fax: <u>+ 91 80 4124 6888</u>	Fax: <u>+44 20 7102 2045</u>

**ANNEX 6: KEY PERSONNEL**

**Key Personnel**

#	Position	Location	No. of Resources
1	Architect	Onsite London	1
2	Off shore project manager	Off shore - Bangalore	1

**ANNEX 7: PERFORMANCE STANDARDS/SERVICE LEVELS FOR SERVICES**

This complete transaction will be monitored and managed by the senior management team comprising of representatives from Lehman Brothers and the HCLT.

It is proposed that the following monitoring and control structure is adopted

<b>Monitoring &amp; Controlling Activity</b>	<b>Responsible</b>	<b>Escalations</b>
Schedule adherence	Off shore project manager	Program Manager / Account Manager
Deliverables	Off shore project manager	Program Manager / Account Manager
Status Reporting	Off shore project manager	Program Manager / Account Manager
Weekly Status Reports (Covering Onsite & Offshore tasks)	Off shore project manager	Program Manager / Account Manager

The SLA for this system will be defined post the system going into production and if HCL is asked to provide continued support for this system. Any additional SLAs needed for this engagement can be mutually agreed upon and added to this SOW via an amendment.

**ANNEX 8: EXPORT CONTROL**

Not Applicable

**ANNEX 9: ADDITIONAL AGREED-UPON PROVISIONS**

**1. Subcontractors**

No subcontractor's services shall be availed to perform the work described in this SOW without written approval from Lehman Brothers.

**2. Service Locations**

The services for executing the scope of work identified in this SOW will be executed out of the following locations

**Project Execution**

Onsite	Lehman Brothers location in London
Offshore	HCL Technologies – Capital Market Services offices located at Bangalore. HCL Technologies - CMS The Senate, #33/1 Ulsoor Road Bangalore – 560 042  Registered Office :HCL Technologies 806, Siddharth, 96, Nehru Place, New Delhi 110 019

**3. Use of Customer Facilities and Resources**

**Workspace Logistics**

Lehman Brothers shall provide workspace facility and building access for an architect on site to be the primary interface to HCL.

Lehman Brothers shall provide the offshore team with relevant access to Lehman infrastructure including but not limited to intranet, e-mail, development environment and tools necessary to modify and build TRIFID.

**Hardware & Software Logistics**

Lehman Brothers will provide the HCL on site resource with the requisite hardware – desktop with required applications installed and access to Lehman infrastructure. Lehman Brothers will provide the HCL resources with the requisite software installations and licenses for the applications that are used in the day-to-day operations.

Lehman Brothers will provide relevant system access to the HCL resource located on-site and offshore.

Lehman Brothers will provide mailing facilities to the HCL resource on the Lehman mailing infrastructure.

### Functional / Business Resources

Lehman Brothers will provide a single point of contact during the assignment, to help internal co-ordination and support.

Lehman Brothers will provide access to relevant application owners / contacts for the HCL resource to seek clarifications on the existing systems /artifacts.

Lehman will provide very quick turnaround (1 or 2 business days) on questions and clarifications. In case Lehman is not able to provide such a response, HCL will inform Lehman about the assumption it will make to proceed. If the assumption is later shown to be invalid, then that will be treated as a change request.

Contact Person / Lehman Resource	Envisaged discussion time
Development / Business Heads	6 - 8 hours per week
Management	1 hour weekly or bi-weekly in status meetings.

#### 4. Supplier Facilities and Resources

Not Applicable

#### 5. Other Terms.

##### Payment Terms

Milestone	Amount in GBP	Date
Project Start	10,000	April 30, 2008
Phase 2 development complete	60,000	June 2, 2008
Phase 4 (GEDS, Delta1) Development Complete	80,000	August 15, 2008
Project End (End of UAT)	54,000	October 18, 2008



## HCL Technologies Limited

BSC 3 STPI Bangalore  
8 & 9 G.B. Palya, Off Hosur Road  
Bangalore  
Karnataka 560068 India  
91 080-25735171  
CST NO 11283610 DT 16.12.2003  
LST NO:11233618  
Exim Code 5194000111

## INVOICE

TO  
Lehman Brothers Limited  
Attention : John Evans  
25 Bank Street, E14 5LE  
London  
United Kingdom

Invoice Number 8908100010  
Invoice Date Aug 30, 2008  
PO Number \*

Amount in GBP

Description	Amount
Phase 2 Development Complete	60,000.00

Total	60,000.00
Tax	
Total Payable	60,000.00

Payment terms : Within 30 days Due net

Payment Instructions
Please remit funds to CITIBANK N.A., LONDON
SWIFT - CITIGB2L
CHIPS PARTICIPANT NO : NONE
FEDWIRE ROUTING NO : NONE
For Credit to Account No. 600091 of Citibank N.A. Mumbai, India
SWIFT : CITIINBX
For further credit to HCL Technologies Limited, Account No 7479131 with Citibank New Delhi.

For HCL Technologies Limited

Authorized Signatory

**HCL**

Annexure to Invoice No : 8908100010                    Dated : Aug 30, 2008  
PO Number : \*  
Project ID : C/072655  
Project Name : TRIFID Migration Phase 2                Account Manager : WATAL ADITYA

MileStone Description	Amount in GBP
Phase 2 Development Complete	60,000.00
Sub Total (Offshore)	60,000.00
Project Total (TRIFID Migration Phase 2)	60,000.00
Items Total	60,000.00
Net value	60,000.00
Gross Value	60,000.00
Final amount	60,000.00

**HCL**

**HCL Technologies Limited**

BSC 3 STPI Bangalore  
8 & 9 G.B. Palya, Off.Hosur Road  
Bangalore  
Karnataka 560068 India  
080-25735171  
CST NO 11283610 DT 16.12.2003  
LST NO:11233618  
Exim Code 5194000111

**INVOICE**

**TO**  
Lehman Brothers Limited  
**Attention :** John Evans  
25 Bank Street, E14 5LE  
London  
United Kingdom

**Invoice Number** 8908100023  
**Invoice Date** Sep 18, 2008  
**PO Number \***

**Amount in GBP**

Description	Amount
Phase 3 & 4 Development Complete	80,000.00

Total	80,000.00
Tax	
<b>Total Payable</b>	<b>80,000.00</b>

**Payment terms :** Within 30 days Due net

**Payment Instructions**  
Please remit funds to CITIBANK N.A., LONDON  
SWIFT - CITIGB2L  
CHIPS PARTICIPANT NO : NONE  
FEDWIRE ROUTING NO : NONE  
For Credit to Account No. 600091 of Citibank N.A. Mumbai, India  
SWIFT : CITIINBX  
For further credit to HCL Technologies Limited, Account No 7479131 with  
Citibank New Delhi.

For HCL Technologies Limited

**Authorized Signatory**

Registered Office  
HCL Technologies Limited 806 Siddharth, 96 Nehru Place New Delhi 110019 India

**HCL**

Annexure to Invoice No : 8908100023

Dated : Sep 18, 2008

PO Number : \*

Project ID : C/072655

Project Name : TRIFID Migration Phase 2

Account Manager : WATAL ADITYA

MileStone Description	Amount in GBP
Phase 3 & 4 Development Complete	80,000.00
Sub Total (Offshore)	80,000.00
Project Total (TRIFID Migration Phase 2)	80,000.00
Items Total	80,000.00
Net value	80,000.00
Gross Value	80,000.00
Final amount	80,000.00

Registered Office

HCL Technologies Limited 806 Siddharth, 96 Nehru Place New Delhi 110019 India



## HCL Technologies Limited

BSC 3 STPI Bangalore  
8 & 9 G.B. Palya, Off .Hosur Road  
Bangalore  
Karnataka 560068 India  
080-25735171  
CST NO 11283610 DT 16.12.2003  
LST NO:11233618  
Exim Code 5194000111

## INVOICE

TO  
Lehman Brothers Limited  
Attention : John Evans  
25 Bank Street, E14 5LE  
London  
United Kingdom

Invoice Number 8908100024  
Invoice Date Sep 18, 2008  
PO Number \*

Amount in GBP

Description	Amount
Project End (End of UAT)	54,000.00

Total	54,000.00
Tax	
Total Payable	54,000.00

Payment terms : Within 30 days Due net

Payment Instructions
Please remit funds to CITIBANK N.A., LONDON
SWIFT - CITIGB2L
CHIPS PARTICIPANT NO : NONE
FEDWIRE ROUTING NO : NONE
For Credit to Account No. 600091 of Citibank N.A. Mumbai, India
SWIFT : CITIINBX
For further credit to HCL Technologies Limited, Account No 7479131 with Citibank New Delhi.

For HCL Technologies Limited

Authorized Signatory

Registered Office

HCL Technologies Limited 806 Siddharth, 96 Nehru Place New Delhi 110019 India

**HCL**

Annexure to Invoice No : 8908100024

Dated : Sep 18, 2008

PO Number : \*

Project ID : C/072655

Project Name : TRIFID Migration Phase 2

Account Manager : WATAL ADITYA

MileStone Description	Amount in GBP
Project End (End of UAT)	54,000.00
Sub Total (Offshore)	54,000.00
Project Total (TRIFID Migration Phase 2)	54,000.00
Items Total	54,000.00
Net value	54,000.00
Gross Value	54,000.00
Final amount	54,000.00

Registered Office

HCL Technologies Limited 806 Siddharth, 96 Nehru Place New Delhi 110019 India